



Amendment No. 1
to
Contract No. NA180000042
for
Facility Utilization Study
between
RSP Architects, Ltd.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to add additional deliverables to the Scope of Work (SOW) and increase funding in an amount not to exceed \$661,825. See Attachment A for specific scope and deliverables.

5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$613,492	\$613,492
Amendment No. 1: Add Scope	\$48,333	\$661,825

6.0 MBE/WBE goals were not established for this contract.

7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Michael R. Lyner A.I.A.
Authorized Representative

RSP Architects, Ltd.
1220 Marshall St
Minneapolis, MN 55413

Signature & Date:

 10-10-18

Matthew Duree, Procurement Manager
City of Austin Purchasing Office



PROJECT APPENDIX: OWNER/CONSULTANT SERVICE AGREEMENT

Owner	City of Austin / Austin Water	PA No.	01
Project	Austin Water Facility Utilization Study	Project No.	2144.002.00
Consultant	RSP i_SPACE (a division of RSP Architects, Ltd.)	Issue Date	3-Oct 2018
Agreement Date	MA 2200 NA180000042, Signed 10 January 2018	Latest Rev. Date	

PROJECT: Austin Water Facility Utilization Study Additional Services

This Project Appendix is made and entered into pursuant and subject to the terms and conditions of a certain Master Services Agreement dated above between Owner and Consultant.

OWNER authorizes the CONSULTANT to:

- | | |
|---|--|
| <input type="checkbox"/> Proceed with new work effort | <input checked="" type="checkbox"/> Proceed with Additional Services |
| <input type="checkbox"/> Incur Reimbursable Expenses | <input type="checkbox"/> Proceed with revised scope of services |

Background:

- RSP i_SPACE (a division of RSP Architects, Ltd.) is currently under contract to deliver a facility utilization study for Austin Water, as contracted earlier this year under agreement MA 2200 NA180000042.
- The project team is requesting more specific information and recommendations regarding current service center placement and where future service centers would be placed in the City of Austin.
- The project team does not have enough information to make this determination and therefore is seeking additional scope, budget, and schedule to fulfill the request.

Scope:

- Expand investigation of service delivery, location, market conditions, and personnel across Austin Water service centers to make informed recommendations about which services centers should be expanded or relocated and where in the city new service centers would be placed to support service delivery. This work will be conducted over three phases:
 1. Objectives refinement, existing conditions, and background research
 2. Research and plan development, including site visits, a workshop to understand site operations in the context of location as well as service delivery relationship based on location
 - a. Task 1: Understand operations within context of location
 - b. Task 2: Understand service delivery relationship with location
 - c. Task 3: Understand market conditions

RSP i_SPACE

1220 Marshall Street NE
Minneapolis, MN 55413
612.677.7100 main
612.677.7499 fax
rsparch.com

- d. Task 4: Synthesis of all parts to comprehensively inform location needs and opportunities
3. Findings, recommendations, and integration into the final project report

Deliverables:

- Urban planning context report, which will be integrated into the larger strategic facility plan.

Compensation:

- Fixed Fee of Forty-Eight Thousand, Three Hundred Thirty-Three Dollars (\$48,333), including Reimbursable Expenses.

Schedule and Duration:

- Consultant expects this additional work effort to add thirteen (13) weeks to the overall project schedule from date of approval.
- New project complete date for delivery of original services and these new services is now set at April 5th, 2019.

Upon return of a fully executed authorization, this service shall become a part of the Agreement identified above.

APPROVED BY OWNER

Signature _____

By _____

Title _____

Date _____

APPROVED BY CONSULTANT

Signature  _____

By Michael R. Lyner _____

Title Principal _____

Date 3 October 2018 _____

P:\i-Space\Contracts\Austin Water\PROPOSED\PA01 Austin Water SFP Additional Services.docx

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
RSP ARCHITECTS, LTD ("Contractor")
for
Facility Utilization Study Services
NA180000042**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between RSP Architects, LTD having offices at Minneapolis, MN 55485 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 2200 MDD0105.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, RFP, MDD0105 including all documents incorporated by reference

1.1.3 RSP Architects LTD Offer, dated August 9, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$613,492 for the initial Contract term as indicated in the Cost Proposal Sheet, Section 0600A. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 EXHIBIT A – Cost Proposal Sheet

1.6.2 EXHIBIT B – Scope of Work (Revised)

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

RSP ARCHITECTS, LTD

Michael R. Lyner

Printed Name of Authorized Person



Signature

Principal

Title:

10 January 2018

Date:

CITY OF AUSTIN

Matthew Duree

Printed Name of Authorized Person



Signature

Procurement Supervisor

Title:

1-11-18

Date:

EXHIBIT A

FORMAL COST PROPOSAL FORM 0600A CITY OF AUSTIN MDD - FACILITY UTILIZATION STUDY

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the proposal and may result in disqualification of the bid.

The City reserves the right to determine if an alternative product/service submitted will meet the needs of the specifications and select an alternative to the specifications provided. Where an equivalent product is submitted, the City reserves the right to select a buyer approved equal.

A proposal of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this cost proposal sheet may result in disqualification of your proposal.

PHASE NO.	ITEM DESCRIPTION		Proposed Cost
Phase 1	Deliverable: A draft work plan with specific project milestones and deadlines Meet with AW's Facility Planning Manager and the Executive Team. Prepare and submit a work plan with specific project milestones and deadlines within 15 days of contract award.		
Phase 1 Total Proposed Cost			\$51,132.00
Phase 2	Deliverable: Final Detailed work plan, prepare and submit a detailed work plan within 30 business days of initial meeting with facility manager.		
Phase 2 Total Proposed Cost			\$38,208.00
Phase 3	Deliverable: Final detailed Facilities Utilization Report due within 180 business days of completion of consultant contract negotiation and execution.		
Phase 3 Total Proposed Cost			\$375,035.00
Phase 4	Deliverable: Presentation of Facility Utilization Study for Austin Water Executive leadership and Austin City Council, no later than 210 business days of completion of consultant contract negotiation and execution.		
Phase 4 Total Proposed Cost			\$26,573.00
Phase 5	Milestone: Final acceptance of work no later than 210 business days of completion of consultant contract negotiation and execution.		
Phase 5 Total Proposed Cost			\$13,940.00
Phase 6	Deliverable: Comprehensive assessment of facility needs over the next 10 years, due at completion of study.		
Phase 6 Total Proposed Cost			\$34,880.00
Phase 7	Deliverable: Comprehensive environmental and economic review due at completion of study		
Phase 7 Total Proposed Cost			\$73,724.00
TOTAL PROPOSED COST OF ALL PHASES:			\$613,492.00
OPTIONAL SERVICES	Deliverable: Space and Capital Planning Software		
Phase 7 Total Proposed Cost			\$95,100.00
TOTAL PROPOSED COST OF ALL PHASES (INCLUDING OPTIONAL SERVICES):			\$708,592.00

AUSTIN WATER FACILITY UTILIZATION STUDY REVISED

0500 SCOPE OF WORK

1. PURPOSE

The City of Austin (COA) Austin Water, hereinafter referred to as Austin Water, is seeking qualified firms with facilities master planning of large public sector utility operations experience consisting of production plant operations, administrative support facilities and field operation service centers. Qualified firms shall have provided facility planning services similar in scope and size to the services described herein, and shall provide fixed cost for all services under the terms of the Contract. Any services that have been omitted which are clearly necessary or in conformance with the normal facility planning services shall be considered a requirement although not directly specified. The work describe herein does not require a professional license. Austin Water estimates the budget for the facility utilization services to be \$1,100,000.

Austin Water will conduct a facilities utilization study of all facilities and properties and related management policies, procedures, and practices in order to achieve maximum operational efficiency, cost reductions, and efficient utilization and organization of office and meeting space for the next 10 years. The Facility Utilization Study will evaluate facility needs in the context of limited resources and Austin Water's intention to maintain an affordable rate structure for its customers. The 10 year Facility Utilization Study will result in a comprehensive evaluation of Austin Water facilities including but not limited to needs assessment, planning, new facility developments or acquisitions for future growth, space management, maintenance, security, property acquisitions and sales. The Facility Utilization Study will seek first to maximize existing assets through repair, rehabilitation, or redevelopment where feasible; and then to identify additional facilities needed to enhance customer satisfaction in a growing service area. Austin Water anticipates completion of the study to be within 210 days from the execution of consultant contract.

2. BACKGROUND

Austin Water is responsible for providing potable water to and treat wastewater from approximately one million residential, multifamily, commercial, industrial, and wholesale customers within the corporate limits of the City and within a portion of Travis, Williamson, and Hays Counties. Austin Water owns, operates, and maintains three water treatment plants which have a combined rated peak capacity of 335 million gallons per day, two wastewater treatment plants with a combined permitted capacity of 150 million gallons per day, a biosolids management plant, 3,870 miles of water mains, and 2,776 miles of sanitary sewer mains, six administration and service centers, numerous pump stations, lift stations, and reservoirs. Austin Water's assets book value exceeds \$3.5 billion, its

amended operating budget for Fiscal Year 2016-2017 totals approximately \$578 million, and is authorized to employ 1,170 full time equivalent positions.

Austin Water's facilities comprise of the following major facilities:

Admin Building and Service Centers:

Waller Creek Center 625 East Tenth Street Austin, Texas 78701 173,000 sf (parking garage 43,000 sf)	Glen Bell Service Center 3907 South Industrial Drive Austin, Texas 78744 85,000 sf
North Service Center 901 West Koenig Lane Austin, Texas 78757 15,000 sf	South First Service Center 3616 South First Street Austin, Texas 78704 35,000 sf
Tim Louviere Service Center 6301-B Harold Court Austin, Texas 78721 19,000 sf	Webberville Service Center 2600 Webberville Road Austin, Texas 78702 33,000 sf

Treatment Plants:

Davis Water Treatment Plant 3500 West 35 th Street Austin, Texas 78703 7,500 sf	Hornsby Bend Biosolids Mgmt. Plant 2201 South FM973 Austin, Texas 78725 33,000 sf
S. Austin Regional WW Treatment Plant 1017 Fallwell Lane Del Valle, Texas 78617 22,000 sf	Ullrich Water Treatment Plant 1000 Forest View Drive Austin, Texas 78746 14,443 sf
Walnut Creek WW Treatment Plant 7113 East MLK Blvd. Austin, Texas 78724 16,000 sf	Water Treatment Plant #4 6800 North FM620 Austin, Texas 78732 14,443 sf

****NOTE**** For the purpose of this study only administration buildings, maintenance shops and any other administrative treatment plant structures will be reviewed.

Other Facilities:

Summit Water Quality Laboratory
14050 Summit Drive, Suite #121
Austin, Texas 78728
8,900 sf

Govalle Occupational Dev & Support
911 Linger Lane
Austin, Texas 78721
15,000 sf

Wildland Conservation Reicher Ranch
3621 South FM620
Austin, Texas 78738
13,572 sf

Austin Water staff from the following Program Areas are assigned to the various facilities listed above:

- a. Direct Reports to the Director
- b. Engineering Services
- c. Environmental Affairs & Conservation
- d. Financial Services
- e. Pipeline Operations
- f. Treatment
- g. Water Resources Management

Austin Water's Facility Management Division provides the day to day maintenance services and support for Austin Water's facilities including project management, HVAC services, plumbing & electrical, custodial, preventative maintenance, carpentry, security, minor construction, elevator & fire control management, building & fire code inspections, etc.

Austin Water's Facility Management Division engages as needed with the City's Public Works, Building Services, Purchasing and other departments as well as multiple contracted resources.

Austin Water's Facility Management Division was recently charged with the responsibility of budgeting, planning, and coordinating all facility related expenditures, purchases and long term asset management planning decisions.

3. SCOPE OF WORK

a. **Title of Program**

2017 Austin Water Facility Utilization Study

b. **Objectives**

The objectives of this project are:

1. To perform a comprehensive inventory and condition assessment analysis of Austin Water properties, buildings, and plant support structures in order to prioritize needs for modernization, restoration, replacement, new construction and new site acquisitions for growth over the next ten years while identifying and prioritizing a list of short and long term goals, objectives and improvement initiatives.
2. To perform a comprehensive facility space planning review of all Austin Water office space, service center spacing and locations, training and meeting room availability, employee and fleet vehicle parking and related management and assignment policies, procedures, and practices in order to identify current and future capacity constraints and achieve maximum operational efficiency and maximum utilization of its facilities.
3. To conduct a comprehensive environmental and economic sustainability review in an effort to implement innovative water reuse strategies and/or reduce capital and operating costs associated with the operations and management of Austin Water's facilities by providing a detailed implementation plan with preliminary cost saving measures for facility management improvements as part of the study.

c. **Implementation**

The Consultant shall have the primary responsibility to conduct the comprehensive Facility Utilization Study in coordination with Austin Water Facility Planning Manager and the Facility Utilization Study Team.

1. **General Responsibilities of Consultant and Austin Water**

Consultant's Responsibilities: The Consultant shall:

- a. The Consultant's role, in general, shall be to provide technical expertise, knowledge and managerial assistance in accomplishing all aspects of the Facility Utilization Study objectives and tasks identified in the Scope of Work of the Request for Proposal.
- b. The Consultant in conjunction with Austin Water, will plan, organize, coordinate and perform the day to day tasks required in completing the Facility Utilization Study.
- c. The Consultant shall function as facilitator and expert liaison between Austin Water's Facility Utilization Study Team, Executive Team, and Austin Water building occupants to resolve any conflicting issues and concerns on management practices and procedures pertaining to Austin Water facilities.

- d. The Consultant, within fifteen (15) business days of contract award, shall prepare and submit a work plan with specific project milestones and deadlines for review by Austin Water's Executive Team and Facility Planning Manager.
- e. The Consultant, in conjunction with Austin Water's Facility Utilization Study Team, will provide monthly progress reports to the Executive Team.
- f. The Consultant shall present the results of the Facility Utilization Study and recommendations for improvements to Austin Water's Facility Utilization Study Team, Executive Team, building occupants (internal staff), Water and Wastewater Commission, City Management, and City Council.

Austin Water Staff's Responsibilities: The City will:

Selected members of Austin Water staff will work jointly with the Consultant throughout the completion of the Facility Utilization Study, as required and necessary.

Austin Water Facility Planning Manager:

Austin Water's Facility Planning Manager will work with the Consultant on a day to day basis in the completion of the Facility Utilization Study.

- a. The Facility Planning Manager will be the primary liaison between the Consultant and Austin Water. The Facility Planning Manager will be responsible for coordination of all meetings, personnel interviews, and facility assessment visits, for providing supporting documentation, policies, procedures, etc.
- b. The Facility Planning Manager will allocate staff hours, when appropriate to discuss the current facility operations and maintenance methodologies and procedures so as to assist the Consultant in their review, analysis, and assessment.
- c. The Facility Planning Manager will plan and allocate sufficient staff hours to provide adequate support to the Consultant as necessary in the completion of the Facility Utilization Study.

Executive Team:

The Executive Team will be an oversight committee comprised of Austin Water's Assistant Directors and Officers and headed by Austin Water's

Director. The Consultant, in conjunction with the Facility Planning Manager will report on the progress and results of the Facility Utilization Study to this committee on a monthly basis.

- a. The Executive Team will be responsible for providing general guidance and direction to the Consultant and Austin Water's Facility Planning Manager including final decisions on policy and procedural changes, implementation plan, final report, and presentations to Council.

2. **Consultant Tasks and Deliverables:**

The Consultant must accomplish the following tasks and deliverables during the performance of Austin Water's Facility Utilization Study. The Consultant shall:

- a. Within thirty (30) business days from the initial meeting (above) with Austin Water's Facility Planning Manager and the Executive Team, the Consultant shall submit for approval, a detailed work plan with specific dates for study tasks, project completion milestones dates, project deadlines, and schedule of deliverables so as to ensure that the Facility Utilization Study is completed, consensus obtained, and results presented in a final written report with detail explanations, supporting calculations, documentation, etc, within 180 business days.
- b. The Consultant's work plan must specifically include an inventory, condition assessment, and performance evaluation of Austin Water's listed facilities at the building system level (e.g. HVAC, Roofing, etc) or lower and utilizing documented scoring standards. The scoring standards and proposed list of assets to be scored must be approved by Austin Water prior to commencement of field activities and all field notes, scoring data and photographic records be made available to Austin Water upon request. The performance evaluation scoring shall include consideration of capacity and efficiency taking into account utility staffing plans and operations. The work plan shall have considerable focus on environmental and sustainability initiatives that focus on water and wastewater strategies and a reduction on capital and operating expenditures.
- c. Cost estimates for the replacement of all assets identified for inventory, assessment and evaluation in part b., which shall be at the building system level (e.g. HVAC, Roofing etc) or lower for each of the listed facilities. Additionally, cost estimates shall be

provided for all recommended facility improvements projects for the purposes of capital improvements programming.

- d. The performance evaluation of Austin Water’s listed facilities shall include analytical procedures, benchmark comparisons against “best in class” of similar sized utility operations and industry standards, discussion of alternatives and options, and detailed recommendations for improvements for but not limited to the following functions and responsibilities:
 1. Facility needs assessment & planning
 2. Environment sustainability requirements
 3. Budgeting, financing & building asset management
 4. Office space & parking assignments
 5. Infrastructure replacement, upgrade & modernization
 6. Record & asset management system
- e. Based on best practices for facility management both within public and investor owned utilities, the Consultant shall develop key performance measures that should be used by Austin Water to monitor the cost effectiveness and building efficiencies of all facilities and properties.
- f. Based on the study, the Consultant shall compile and update data for performance measures as identified in item e. above and compare to other “best in class” similar sized utility operations as well as to industry averages.
- g. As part of this study, the Consultant shall evaluate, analyze data, and present recommendations to achieve optimum economic benefit from facility management alternatives such as acquiring versus leasing office or service center space, outsourcing building maintenance, renovating facilities, etc.
- h. Prepare and submit monthly progress reports to Austin Water’s Facility Planning Manager. The reports shall include milestones accomplished, describe significant achievements, resources spent, and any problems that may have potential impact on project schedule or costs.
- i. Meet with Austin Water’s Facility Planning Manager, Executive Team, Facility Utilization Study team and other Austin Water staff, Water and Wastewater Commission, and City Council, to present, discuss, and provide recommendations on all Facility Utilization Study issues.

- j. The Consultant shall prepare and submit preliminary draft report on the results of Austin Water Facility Utilization Study for Austin Water's review and comments. The report shall include an executive summary, detailed discussion of all findings for specific functions and responsibilities evaluated in the study, discussion of alternatives considered and proposed, detailed substantiation and data support for all recommendations for improvements, estimated cost increases and or savings for each recommendation for improvement, and detailed discussion of the performance measure comparison findings and include an appendix containing all asset inventory, condition, performance and replacement cost data in a digital queryable format (e.g. Microsoft Excel), as well as photographic documentation from the field assessment.
- k. Based on review comments provided by Austin Water and other City departments, as appropriate, the Consultant shall make necessary revisions and submit the final report on the results of Austin Water Facility Utilization Study.
- l. The Consultant shall present the results of the Facility Utilization Study to Austin Water's Executive Team and fleet users, City's Fleet Services, City management, Water and Wastewater Commission, and the City Council.
- m. The Consultant shall prepare all presentation materials to be used by the Consultant and Austin Water for presenting the results of the study to the various audiences including the Executive Team and fleet users, City management, Water and Wastewater Commissions, and the City Council.
- n. The Consultant shall compile and submit complete documentation and work papers supporting all analysis, benchmark comparisons, calculations, conclusions, recommendations, and work performed under the study. In particular, full documentation and instructions for use must be provided for any and all computer-based analyses developed under the study or provided by the Consultant.
- o. All computer software applications, analytical models, reports, presentations, etc., developed and used by the Consultant under this study must be provided to Austin Water and must be compatible with and directly transferable to currently used software applications. Austin Water's software standards include Microsoft Excel, Word, PowerPoint, and Access.

3. **Schedule Considerations**

The Consultant shall be responsible for developing an implementation time schedule for the completion of the Facility Utilization Study that takes into consideration the following deadlines and project deliverables:

- a. Within 10 business days of contract award, the Consultant shall meet with Austin Water's Facility Planning Manager to review, discuss, and obtain a clear understanding of the study objectives, requirements for information, internal communication and coordination, protocol, responsibilities, project schedule, project deliverables, and reporting requirements.
- b. The Consultant, within fifteen 15 business days of contract award, shall prepare and submit a work plan with specific project milestones and deadlines for review by Austin Water's Executive Team and Facility Planning Manager.
- c. Within 30 business days from the date of initial meeting with Austin Water's Facility Planning Manager, the Consultant shall submit for approval, a detailed work plan with specific dates for study tasks, project milestones, project deadlines, and project deliverables so as to ensure that the Facility Utilization Study is completed, consensus obtained, and results presented in a final written report with detail explanations, supporting calculations, documentation, etc., within 180 business days of consultant contract award.
- d. Within 60 business days from the date of initial meeting with Austin Water's Facility Planning Manager (item 3a. above), completion of consultant contract negotiations and execution.
- e. Within 180 business days from the date of consultant contract negotiations and execution, the Consultant shall prepare and submit a final report on the results of the Facility Utilization Study to Austin Water's Facility Planning Manager.
- f. Presentation of Facility Utilization Study results and recommendations for improvements to the City Council no later than 210 business days from the date of consultant contract negotiations and execution.

The City reserves the right to alter the aforementioned project schedule in order to comply with applicable laws, ordinances, and Council and City management directives.

4. ACCEPTANCE OF WORK

Successful completion of this project depends on timely completion of all milestones and all project deliverables as required by Austin Water and specified in Sections 2 and 3 of this request for proposal (RFP)

5. **PROGRESS REPORTS**

The Consultant shall submit monthly progress reports to Austin Water's Facility Planning Manager. The reports shall describe study objectives accomplished, specify significant milestones and achievements made, and discuss any logistical problems or difficulties which may have potential impact on project schedule and or costs. The Consultant's monthly progress report must be sufficiently detailed to ensure that the progress being made is in fact in complete alignment with established study objectives and project scope.

6. **DELIVERABLES**

Deliverables/Milestones	Description	Timeline	Performance/Measure	Contract Reference Section
Meet with AW's Facility Planning Manager	Schedule	10 business days of contract execution	Discuss requirements, communication, coordination, protocol, responsibilities, schedule and deliverables.	Page 8, paragraph 3, sub-paragraph a.
A draft work plan with specific project milestones and deadlines Meet with AW's Facility Planning Manager and the Executive Team	Study objectives	15 business days of contract execution	Prepare and submit a work plan with specific project milestones and deadlines.	Page 8, paragraph 3, sub-paragraph b.
Detailed work plan	Schedule	Within 30 business days	Meeting within 30 business days of initial meeting with facility manager	Page 9, subparagraph c.
Completion of consultant contract negotiations and execution	Schedule	60 business days	Within 60 business days of initial meeting with Facility Planning Manager	Page 9, subparagraph d.

REQUEST FOR PROPOSALS NO. MDD0105

Submit final report	Schedule	180 business days	Within 180 business days of completion of consultant contract negotiation and execution	Page 9, Paragraph 3, subparagraph e.
Presentation of Facility Utilization Study	Schedule	210 business days	No later than 210 business days of completion of consultant contract negotiation and execution	Page 9, subparagraph f.
Acceptance of work	Schedule	235 business days	No later than 235 business days of completion of consultant contract negotiation and execution	Page 9, paragraph 4.
Comprehensive assessment of facility needs over the next 10 years	Short and long term goals	At completion of study	Austin Water Acceptance	Page 1, paragraph 1.
Comprehensive environmental and economic review	Reduce capital and operating costs	At completion of study	Austin Water Acceptance	Page 4, paragraph 3.

VERSION 2



CITY OF AUSTIN, TEXAS Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: MDD0105

COMMODITY/SERVICE DESCRIPTION: Facility Utilization Plan

DATE ISSUED: June 26, 2017

REQUISITION NO.: 17030800337

PRE-PROPOSAL CONFERENCE TIME AND DATE: July 5, 2017
@ 1:30 PM

COMMODITY CODE: 90652, 91815

LOCATION: 124 W 8th Street, 3rd Floor Conference Room,
Austin, TX 78701
Phone Conference #: 512-974-9300
Participant Code#: 203078

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Matthew Duree
Procurement Supervisor

Phone: (512) 974-6346

E-Mail: matt.duree@austintexas.gov

PROPOSAL DUE PRIOR TO: July 27, 2017 @ 2:00 PM

COMPLIANCE PLAN DUE PRIOR TO: July 27, 2017 @ 2:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: Proposals will be
opened and the names read July 27, 2017 at 3:00 PM. For
RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MDD0105	Purchasing Office-Response Enclosed for Solicitation # MDD0105
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, __ COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	ATT
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0600A	COST PROPOSAL SHEET	ATT
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	19

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: RSP ARCHITECTS, LTD.

Company Address: 1220 Marshall St NE

City, State, Zip: Minneapolis, MN 55413

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Michael R. Lyner

Title: **Principal**

Signature of Officer or Authorized Representative: 

Date: 9 August 2017 ✓

Email Address: mike.lyner@rsparch.com

Phone Number: (612) 677-7212

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to Matt.Duree@austintexas.gov no later than close of business local time on Wednesday, July 12th, 2017.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability:** Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. This Contract shall become effective on the date executed by the City ("Effective Date"), or specific retroactive date, and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:

Days:

- A. Delivery is to be made within _____ calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Jessica Easley
Address	Waller Creek Center, 625 E. 10 th Street, 10 th Floor
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
8. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not

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constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.
- A. Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- B. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- C. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
- A. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.

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- B. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- C. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- D. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- E. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.
- F. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- G. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- H. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- I. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- J. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
- i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- K. **Vendor Recordkeeping Requirements:**
- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and

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- (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Contractor commits to the following:
 - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
 - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
 - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
 - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
 - v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
 - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- L. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- M. **Enforcement; Penalties:**
- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.

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- iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
 - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
 - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
 - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
 - viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
 - ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
 - x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).
11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 75 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 75 percent of the employee's annual compensation while employed by the Contractor.

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

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- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
 - E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
14. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
16. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.
17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge,

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Augustin Cancino

512-972-0344

Augustin.cancino@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	RSP ARCHITECTS, LTD.	
Physical Address	1220 Marshall St NE, Minneapolis MN 55413	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	BAER ENGINEERING	
Physical Address	7756 Northcross Dr, #211, Austin TX 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	ACCRUENT	
Physical Address	10900A Stonelake Blvd, #200, Austin TX 78759	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Michael R. Lyner (Principal) RSP Architects, Ltd.

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this Tenth day of January, 2018

CONTRACTOR
Authorized
Signature

Title

RSP Architects, LTD.

Michael R. Lyner



Principal

Section 0835: Non-Resident Bidder Provisions

Company Name RSP ARCHITECTS, LTD.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: NON-RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: (SEE BELOW) Which State: MINNESOTA

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: (SEE BELOW)

Subd. 7. Other states with resident preference.

Acquisition of goods and services must be awarded according to the provisions of this chapter except that a resident vendor shall be allowed a preference over a nonresident vendor from a state that gives or requires a preference to vendors from that state. The preference shall be equal to the preference given or required by the state of the nonresident vendor.

Michael R. Lyner (Principal), RSP Architects Ltd.



MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Facility Utilization Study
Solicitation Number	RFP 2200 MDD0105

Project Goals or Subgoals		
Combined MBE/WBE	1.69	%
MBE		%
African American		%
Hispanic		%
Asian/Native American		%
WBE		%

Section II — Bidder Company Information

Company Name	RSP ARCHITECTS, LTD.	
Address	1220 Marshall St NE.	
City, State Zip	Minneapolis, MN 55413	
Phone	(612) 677-7100	
Fax	(612) 677-7499	E-Mail mike.lyner@rsparch.com
Name of Contact Person		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>VS0000021885</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this **MBE/WBE Compliance Plan** is true and complete to the best of my knowledge and belief. I further understand and agree that this **MBE/WBE Compliance Plan** shall become a part of my contract with the City of Austin.

Michael R. Lyner (Principal)

Name and Title of Authorized Representative

Signature

15 August 2017

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder **HAS** ☒ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.

Reviewing Counselor

Date

I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☒ **NON-COMPLIANT** ☐

Director / Assistant Director

Date

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	%	\$	%
WBE	%	\$	%
MBE	%	\$	%
MBE/WBE Combined	1.69 %	\$ 69,200	11.28 11.3 %
Non-Certified		\$	%
Total Subcontractor Amount		\$	%
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$	%

Base Bid Amount (Subs + Bidder amount)

\$ 613,491

100 %

For SMBR Use Only:

Verified participation for each category:

African-American / % Hispanic / % Asian/Native American / % WBE / %

MBE / % WBE / % Combined MBE/WBE 11.28 %

Prime 88.72 % Non-Certified 0 %

Section IV — Disclosure of MBE and WBE Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	✓ BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC	
City of Austin Certification Data	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code	BAE7086810	
Address/ City / State / Zip	7756 Northcross Drive, #211, Austin TX, 78757	
Contact Person & Phone #	Therese Baer (512) 453-3733	
Fax & Email Address	(512) 453-3316 tbaer@baereng.com	
Commodity Codes	✓ 91843	
Commodity Codes Descriptions	Environmental Consulting (incl. Sustainability)	
Amount of Subcontract	\$ 69,200	11.3 %

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

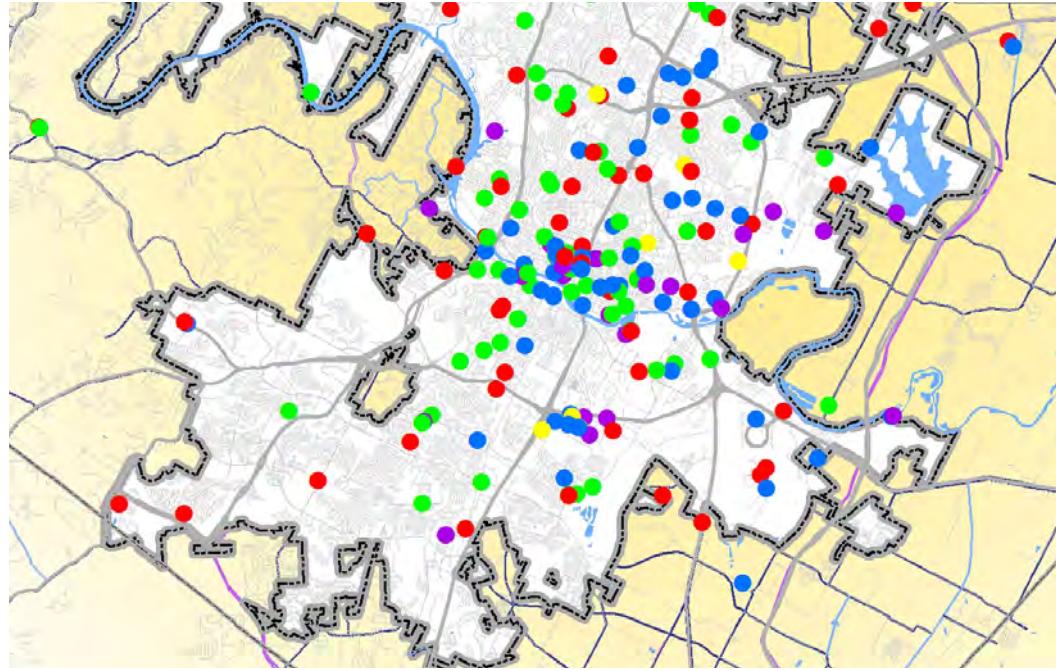
Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Austin Water | 8.9.2017

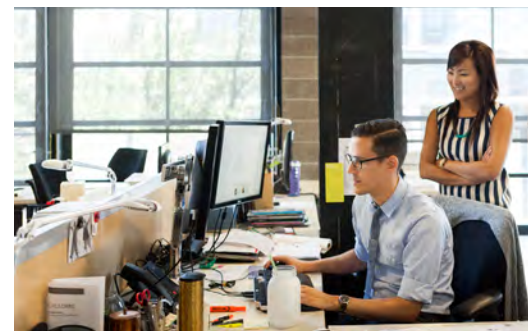
RSP Flexibility for the future.



We are makers.
Artisans. Designers.
Architects. Interior designers.
Facility planners.
We are problem solvers.



We have a diverse range of
national and international
clients, from Fortune 500
companies to start-ups.



09 August 2017

Matthew Duree, Procurement Supervisor
Purchasing Office - Response Enclosed for Solicitation # MDD0105 Electronic
124 W 8th Street, Rm 310
Austin, TX 78701
Reception Phone: 512.974.2500

submission: matt.duree@austintexas.gov

Dear members of the selection committee:

Projecting for a long-term future study of 10 years requires intelligence and innovation. At RSP, we exceed expectations by going beyond a surface solution. A combination of quantitative defensible data coupled with personalized qualitative support unique to the building users — for both the public and the staff. For the Austin Water Facilities Utilization Study, we will deliver design that works by engaging as a strategic partner, learning the head and the heart of the Austin Water, and leveraging our existing knowledge.

TRUSTED AND LONG-TERM PARTNER: In 2010, and again in 2012, RSP worked with Austin Energy and then the City of Austin to help them determine if they had the right buildings, in the right place, and of the right type and condition to serve the City for the foreseeable future. This work has given us a deep understanding of your buildings, their unique condition, their assets, your people and your processes. Our team can hit the ground running on this project without a learning curve, saving Austin Water both time and money. With defensible data already at our fingertips, we can work quickly and intelligently to develop and prioritize options for the Austin Water's consideration.

OPTIMIZING INTELLIGENCE: In order to develop efficient options for near and long-term projections, you need experts to look at the project from all angles, viewing the buildings from the inside-out, and outside-in. Our team of experts offers varied

input and experience; each firm brings collective professional experiences with the city of Austin. You can be assured the cost-benefit analysis, and resultant recommendations, will be rooted in unrivaled expertise, transparency and honesty.

MAXIMIZING EFFICIENCIES: In the next 10 years, your business must be flexible, adaptive and proactive to meet the future needs of your customers. Economic, cultural and technological forces will each require a thoughtful response in your operations and services. Our team will provide internal and external environmental scans of such influencing factors in the short- and long-term. We will benchmark against national trends in public governance and incorporate projected Austin Water growth reports. Coupled with interviews of Austin Water staff, we will project through the next 10 years with both intelligible data and unique supporting insight.

Thank you for the opportunity to propose on this exciting project. If you have any questions or need additional information, please contact me at your convenience.

Cheers,



Mike Lyner, AIA, SFP, LEED AP
Principal

Introduction

RSP i_SPACE, a division of RSP Architects, is a facility information management consultancy specializing in lifecycle facilities management and facilities information systems. For 39 years RSP has helped clients proactively manage their real estate portfolio, for one building or hundreds of locations. We excel at finding efficiencies for our clients and creating inviting, sustainable, productive environments.

RSP i_SPACE's facilities planning, management and technology are complimented by the depth and skill of RSP's architectural and interior design services. RSP i_SPACE was started 17 years ago recognizing clients need architectural, planning, and operational data on a day-to-day basis. RSP i_SPACE helps real estate and facilities departments to use data to inform critical ongoing processes such as portfolio strategy, capital planning, occupancy forecasting, facilities operation maintenance, move management, space-cost reporting and recovery, and lease management. Our consulting services help reveal opportunities to effectively optimize spatial assets and align them with organizational goals and objectives.

Strategic Facilities Planning establish an organization's mission or purpose and set a direction for how to accomplish long-term goals. Strategic Facilities Planning is a way for organizations to build upon their strategic business planning and improve their services and operations through their facilities.

Facilities are an important part of a strategic plan considering their significant impact on employees and visitors and how services are delivered. Unfortunately, facilities often acquire the reputation of being a necessary evil (expense) to operate and maintain, and leadership must manage demands from separate departments competing for funds to support their immediate facility needs. Facility management staff often are limited to reacting to urgent facility needs. With strategic facility planning, organizations step back and receive assistance from RSP i_SPACE to focus on the original organizational goals and collect current and projected information to make informed, proactive facility decisions. Decisions that make the organization and employees efficient, while minimizing costs and surprises.

RSP i_SPACE has recently completed Strategic Facility Plans for:

- City of Austin, TX
- Austin Energy - Austin, TX
- Ramsey County, MN
- Xcel Energy - Twin Cities Metro Area

RSP i_SPACE has a specialized, comprehensive approach to strategic facility planning delivered through consensus building facilitation and surveys, detailed reports, standard integrated workplace management systems as well as customized dynamic tools. The information that supports these efforts is gathered by specialists that bring varied perspectives, including: Real estate, planning, workplace, logistics, operations and facility assessment.

Outcomes of RSP i_SPACE's strategic planning work include:

- Meeting organizational goals leveraging facility decisions.
- Making the case for facilities budgets and expenditures.
- Attracting and retaining talent through quality work spaces.
- Positioning the organization by identifying proper site selection.
- Reducing costs through improved operations and maintenance.

RSP i_SPACE follows the IFMA Strategic Facility Planning (SFP) method to make recommendations aimed to improve the delivery and access to services, leverage efficiencies, as well as minimize disruptions and expensive unexpected repairs.

For SFP initiatives IFMA prescribes, and RSP i_SPACE follows, a four step process including:

- Understanding: Thoroughly understand the organization's mission, vision, values and goals.
- Analyzing - Use analytical techniques, such as SWOT analysis, SCAN, SLP or scenario planning, to explore the range of possible futures and the triggers used to analyze an organization's facility needs.
- Planning - Develop plans that meet the long-range needs of the organization.
- Acting - Take actions as planned and implement the SFP.

Through this project RSP i_SPACE will provide understanding, analysis, and planning – and we will provide process recommendations and guiding principles which support your ability to continuously support innovation and change throughout the short-, mid- and long-term planning periods.

OPTIMIZING INTELLIGENCE: In order to develop efficient options for near and long-term projections, you need experts to look at the project from all angles, viewing the buildings from the inside-out, and outside-in. Our team of experts offers varied input and experience:

- RSP Architects (Facility Information Consultancy, Inventory and Condition Assessment, Facility Space Planning Review)
- Baer Engineering and Environmental Consulting (Comprehensive Environmental and Economic Sustainability)
- Swanson Haskamp (Urban Planning Strategist)

You can be assured the cost-benefit analysis, and resultant recommendations, will be rooted in unrivaled expertise, transparency and honesty.

Address, phone number and name of person in organization authorized to negotiate contract terms and render binding decisions on contract matters:

Mike Lyner
612.677.7212
1220 Marshall Street NE
Minneapolis, MN 55413

City of Austin Purchasing Documents

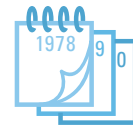
Please reference completed required forms attached to back of proposal.

Longevity. Flexibility. Creativity.

It's what sets us apart. RSP excels at long-term relationships with our clients and our employees. In fact, we break industry averages in both client and employee tenure. And because of that, we grow right alongside our ever-changing, innovating, expanding client base. Our clients know they can give us any space challenge and our teams will meet it head-on, consistently delivering on time and budget.

Truly a professional client service firm, RSP is in the business of design. We respect our clients first and foremost. We believe the strongest sign of creative strength is our ability to translate our clients' vision, wants and needs into the most accurate, authentic space possible within their schedule and budget constraints. We believe in authentic collaboration, listening and delivering beyond expectations. With no headaches along the way.

That's how we've always operated. RSP was founded in Minneapolis in 1978 by Sandy Ritter, Don Suppes and Michael Plautz. The trio established an approach to architecture grounded in client service, a healthy respect for and understanding of business, and a foundation of smart design. Thirty-nine years later, RSP is one the country's largest, most successful architectural firms.



39 YEARS
WE'RE WELL ESTABLISHED



300+ PEOPLE
WE'VE GOT PASSIONATE STAFF



5 OFFICES
LOCATED AROUND THE GLOBE



#26 RANK
BD+C A/E GIANTS, 2016



5% DONATED
ANNUALLY TO LOCAL NON-PROFITS



2.5^{FT} TALL
OUR MASCOT, OPUS PENGUIN

BUSINESS ORGANIZATION

Anytime, anywhere.

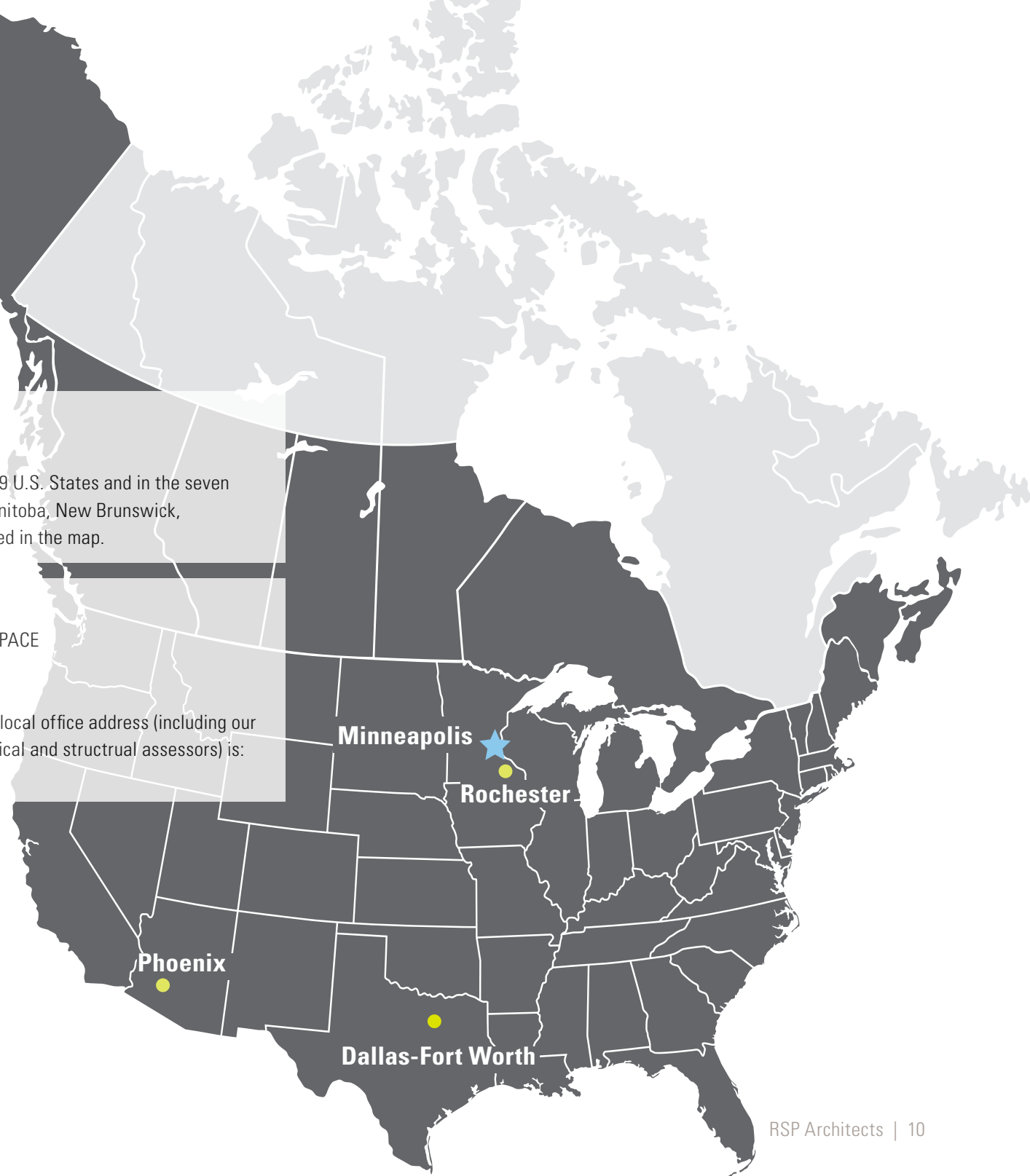
RSP Architects and/or its Principals are licensed in 49 U.S. States and in the seven Canadian provinces of Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario and Saskatchewan, as illustrated in the map.

Parent company: RSP Architects, Ltd
1220 Marshall Street NE, Minneapolis, MN 55413
Facility Information Consultancy Subsidiary: RSP i_SPACE

Operation: Corporation

Work performed: Beyond our MPLS HQ location, our local office address (including our workplace occupancy strategist + mechanical, electrical and structural assessors) is:
600 West 6th St, Ste 100, Fort Worth TX 76102

- Licensed to perform services
- ★ RSP HQ
- Additional office locations



Building confidence.

When it comes to your company's assets, do you really know what you have? Or do you just think you know? Is your facilities team building confidence with your c-suite, or just maintaining the status quo?

RSP i_SPACE is a facilities information consultancy that helps you take stock of your most valuable facility-related assets: your people, places and things. We work with your teams to uncover defensible data that builds confidence in your decision-making. As a division of RSP Architects, we have a leg-up on knowing the ins and outs of buildings and beyond. Our clients say we make them feel prepared, empowered and supported. That's building confidence.

Here's how we do it:

Strategic Facilities Planning – Translating your vision and values into an achievable facilities strategy with the assurance you'll align with business goals.

Asset Preservation – Uncovering (and recording) all the critical facts about your assets so you can develop sound capital and operational plans.

Facilities Information Solutions – Building your toolset, configuring it to your needs and helping keep it current to ensure you are getting the most out of your investment.



Overall approach.

Project Understanding

Based on our deep knowledge of the City of Austin, its facilities and people, we recommend a collaborative teaming approach to evaluate your project from all angles and areas of expertise. Doing so allows RSP and our team of experts to develop a thorough projection for consideration of both short and long-term planning and strategy options.

We understand that Austin Water has over 1,100 full-time employees, serves more than one million customers across a 540 square mile service area and has assets with a book value exceeding \$3.5 billion.

This magnitude of assets and inventory requires a robust team composed of multiple strategists and subject matter experts in urban planning, real estate, workplace and facilities. Our Strategists independently assess and review information within their scope of expertise, then come together to collaboratively identify goals, core services, and compile recommendations backed by evidence and informed analysis within the context of an evolving population, economic, cultural and technological forces, real estate investments, physical infrastructure, and transportation.

Scope of Work

As prescribed by Austin Water, our scope for the Facility Utilization Study includes the performance of a comprehensive:

1. Inventory and condition assessment analysis of Austin Water properties, buildings, and plant support structures in order to prioritize needs for modernization, restoration, replacement, new construction and new site acquisitions for growth over the next ten years while identifying and prioritizing a list of short and long term goals, objectives and improvement initiatives.
2. Facility space planning review of all Austin Water office space, service center spacing and locations, training and meeting room availability, employee and fleet vehicle parking and related management and assignment policies, procedures and practices in order to identify current and future capacity constraints and achieve maximum operational efficiency and maximum utilization of its facilities.
3. Environmental and economic sustainability review in an effort to implement innovative water reuse strategies and/or reduce capital and operating costs associated with the operations and management of Austin Water's facilities by providing a detailed implementation plan with preliminary cost saving measures for facility management improvements as part of the study.

PROPOSED SOLUTION

The RSP team will conduct a comprehensive environmental and economic sustainability review of the selected facilities. We will review data provided by Austin Energy and data collected during field visits. Sustainabilities and/or operating cost changes will be identified in three areas:

- Indoor Water
- Outdoor Water
- Other

Indoor Water: We will identify as well as possible where water enters each building, where it is used inside the building, and how it exits. We will identify strategies to cut down on water use. Our initial goal is to use 20% less potable water than the indoor water use baseline calculated for the building. We will encourage installation of water meters as tools to understand water use during occupancy. Where possible, we will recommend implementation of harvested rainwater, cooling tower blowdown, air conditioner condensate, etc., for nonpotable use.

Outdoor Water: The primary use for outdoor water is landscaping. We will collect information on the type and rate of irrigation, the soil type(s), and the plantings that are irrigated. Other water features, such as fountains, will also be identified. We will recommend location-appropriate landscaping and irrigation strategies. These strategies include water reuse, recycling, and the use of harvested rainwater, to reduce outdoor potable water consumption. Our initial goal is a reduction in water use of 50% over that consumed by conventional means on a conventional landscape. We will likely recommend installing water meters at locations of high outdoor water use. We will observe site geomorphology and recommend, to the extent possible, maintenance or restoration of the predevelopment hydrology of the site.

Process Water and Other: We will recommend exclusive use of EPA's WaterSense-labeled products or other water conserving products, where available. This recommendation extends to contractors who are certified through a WaterSense labeled program.

How we do it.

Our understanding of your project and intended results are outlined in the prior Tab 4 of this RFP response. Our approach and methodology are addressed in detail in the attached Work Plan. **Please reference our electronic submittal which has a navigable in-depth work plan** with fine detail including project schedule by task, a list of tasks, activities and/or milestones that will be employed to administer the project, and the task assignments of staff members linked to the Cost Proposal. Our detailed work plan also includes:

- A description of our work plan by tasks. Detailed steps we will take in proceeding from Task A to the final tasks.
- A detailed proposed project schedule by task.
- The points at which written, deliverable reports will be provided.

A very simplified synopsis of our process is as follows:



Visioning:

- Conduct a Visioning Session – Assisting to ensure all key stakeholders attending are all on the same page with similar expectations. We will set goals, confirm scope and deliverables and collect baseline data/documentation.
- Understanding what you want to achieve with this project is the key to its success and will drive the project effort. This will ensure that the end deliverable is exactly what you are expecting and will best meet your goals.

Facility Condition Assessment:

- Conduct a walk-thru Property Condition Assessment in accordance with ASTM E2018-08 standards.
- Use RSP's PCA survey database tool for assessment and reporting. (Option to use Accruent/VFA "Facility" tool)
- Provide Architectural, Mechanical, Electrical and Structural walk-thru assessment services.

Deliverable: Detailed Individual Facility Survey Reports with Photographs -- depicting the appearance, functionality and life expectancy of identified deficient building components.

Deliverable: Provide an Executive Summary, and summary reports of various condition, life expectancy and costing data.



Space Analysis:

- Conduct departmental interviews – of all 7 program areas
- Walk all buildings and parking areas.
- Document processes, policies, procedures, and company ethos.
- Create scenarios based on findings.
- Summarize findings into report.

Deliverable: Report on current space utilization, capacity/constraints

Water Conservancy:

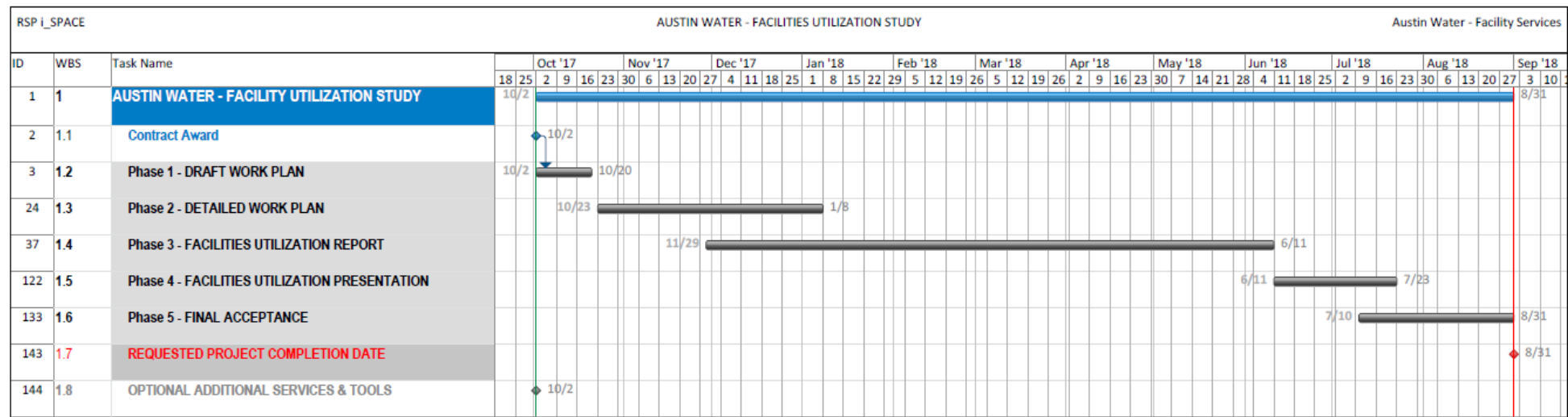
- Indoor Water -- identify where water enters each building, where it is used inside the building, and how it exits.
- Outdoor Water -- collect information on irrigation, soil type(s), and the plantings that are irrigated.
- Process Water and Other -- review opportunities for water conserving products.

Deliverable: Detailed findings report with recommended implementation plan and cost savings opportunities

Final Report and Presentation:

- Consolidated Condition, Space and Water Conservancy Findings and Recommendations report, including a 10-year plan
- Presentation to key stakeholders and City Council

Please review electronic submission for a detailed work plan within our project schedule.



We have included a very high-level synopsis of our project plan and schedule in this RFP, but have provided a highly-detailed report for your review in our electronic submittal. Due to size and readability of the file, it is best viewed and navigated in electronic format.

The full project schedule and work plan includes our understanding of the requirements, including result(s) intended and desired, the approach and/or methodology to be employed, a work plan for accomplishing the results proposed. Our work plan includes a detailed proposed project schedule by task, a list of tasks, activities and milestones that will be employed to administer the project, and the task assignments of staff members.

Optional additional services to help maximize efficiencies.

While RSP can produce the requested services using the same tools and methodology used for both Austin Energy and the City of Austin's strategic facility planning projects, we have since moved to more efficient web-based tools that RSP has offered to implement as part of this proposal.

FM:System's "FM:Interact" – Space Management software. This would enable us to visualize your floor plans, color-coding individual workspaces by type and department, and creating live reports on quantities, area, etc., for you to access online. Without this tool, electronic floor plans are color-coded manually, yet are unable to generate reports automatically. This information can also be connected to the Occupancy Planning software, and can have a CMMS maintenance management software module added or connected to an existing system should you have one. (Currently the City of Austin annually subscribes to 4 user licenses of this software; and only 2 of these licenses are actively being used. If the City is willing, they could transfer 1 of those licenses to Austin Water.)



Accruent's VFA.facility and VFA.auditor – Capital Planning software. VFA Facility empowers your organization with a central source of facility condition information, accessible across the organization. It provides facility managers, capital planners, financial analysts and executives with tools to effectively manage and maintain that data and to leverage it in making optimal decisions about facility spending and capital planning. Its powerful knowledge-base supports the collection and management of a wide range of asset information, such as location, structure, type, uses, conditions, requirements and their associated costs, and related projects and plans. Dashboards and reports provide easy access to key indicators and graphic views of the state of your portfolio. (We have been in discussions with Austin Energy and City of Austin about migrating their Facility Condition Assessment information to this tool. Austin Water could start the initiative, and the others could purchase their own user licenses, enabling all of Austin' facilities to be tracked efficiently, consistently, and in an accurate and timely manner.)

SpaceTrak – Space and Occupancy Planning software. This online planning software automates what used to take hours, if not days, via a simple web-based survey tool. Feeding current information to your departments (program areas) leaders, then collecting information from them on likely growth projections, all with the intent of creating scenarios for space planning. The information remains in the system for periodic re-use and accountability. (With Austin Energy and the City of Austin we used Excel, then Access to collect and report on space projections. Since then we discovered this tool that has been very well received by our existing clients. It has been our most client-friendly web interface for collecting such information yet used; and could also be expanded to encompass all of Austin's institutions.)

Project Leadership

Our team is committed to leading and partnering with Austin Water stakeholders and all partners. Our management team will strive to provide leadership and education throughout the project; our role and goal is to make life easier for you. The overall key to the successful delivery of any project can be summed up in two words: listening and communication. Our methodology is dependent on, and deeply encouraging of involvement from stakeholders.

Making sure all team members are fully engaged and informed is the joint responsibility of the project design team and Austin Water. The larger and more complex the project, and the greater the number of constituent stakeholders, the greater the impact communication and a proactive management approach will have on the outcome of a project.

Clear, concise and meaningful communication can be the difference between a project being successful — or not. From clearly led meetings, with agendas appropriately tailored to the stage of the project, to well-documented meeting minutes, emails and field reports; all influence the perception and success for project constituents.

Our methodology and management techniques to meet project requirements of budget, scope & schedule:

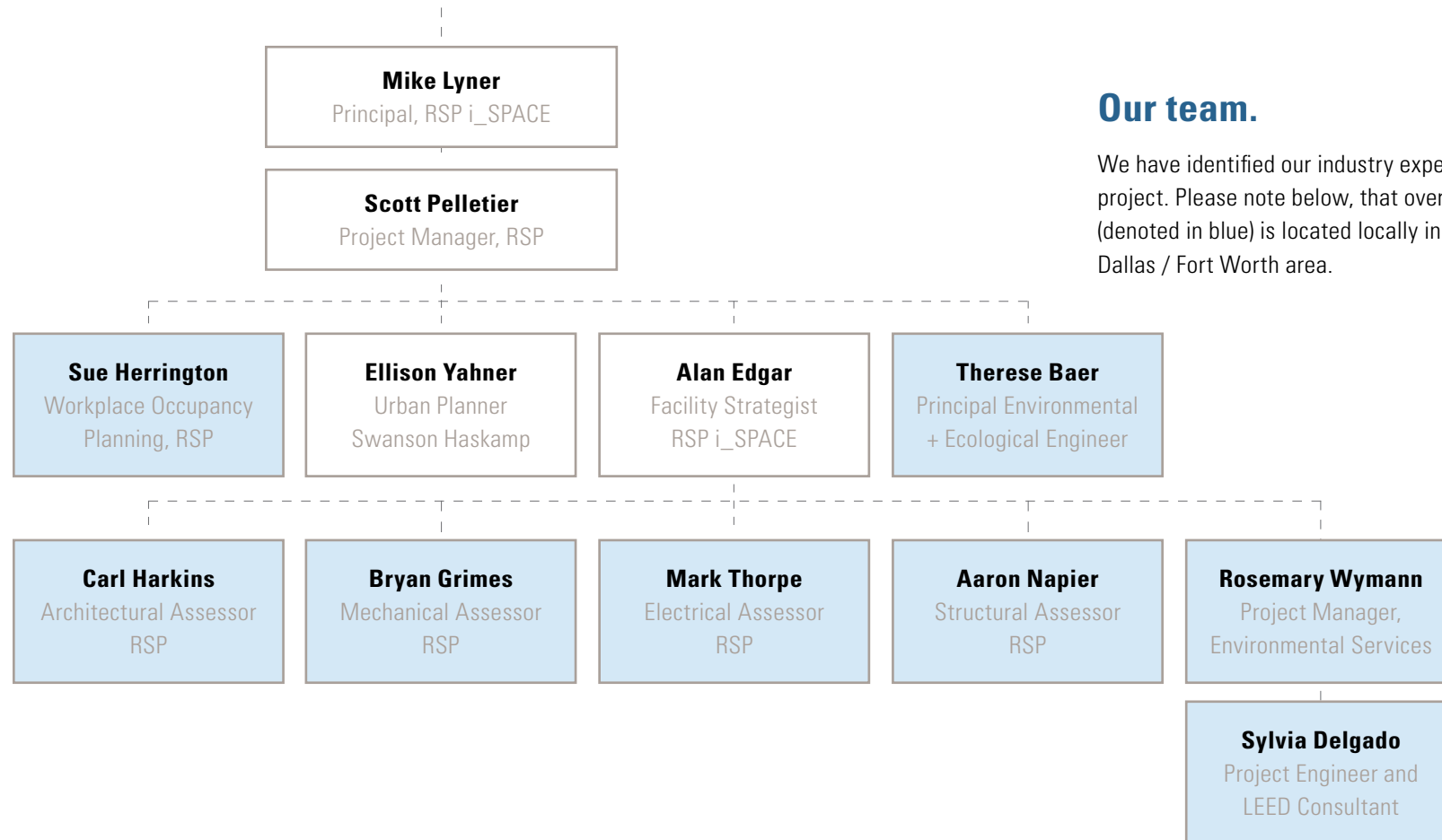
- Meetings led with an agenda issued 48 hours prior to meetings
- Meeting minutes issued within 5 business days
- Consistent and timely communication
- Early identification of key goals and vision
- Continuous tracking of decisions, tasks and milestones
- Pull planning scheduling meetings at the beginning of each phase with entire team to identify tasks and milestones
- Communication...Communication...Communication...

Approach to collaborating and interacting with the entire project team:

- Establishing meeting and communication protocols
- Meet weekly with designated leadership team to inform, review goals and objectives
- Meet only with required team members but encourage inclusivity
- Keep all informed on critical decisions, schedule and scope

PROJECT MANAGEMENT STRUCTURE

AUSTIN WATER



Our team.

We have identified our industry experts to execute your project. Please note below, that over half our team (denoted in blue) is located locally in Austin, as well as the Dallas / Fort Worth area.

Our expert consultants.

We are proud to offer you the very best subject-matter experts near to the City of Austin both in proximity and professional work experiences.



Baer Engineering
and Environmental Consulting, Inc.

Baer Engineering and Environmental Consulting, Inc. offers clients professional water resources engineering services in the areas of surface water hydrology and hydraulics, stormwater conveyance and quality, stormwater permitting, and water and wastewater utility design. Professionals on staff are experienced in the hydrologic and hydraulic analysis of drainage areas and their receiving rivers, creeks, and channels; the design of stormwater quality and detention ponds; the preparation of stormwater pollution prevention plans for construction projects, industrial facilities, and MS4 facilities; and the design and construction of water and wastewater utility systems. Whether your organization requires planning, evaluation, design, or compliance with activities related to these water resources engineering services, we are prepared to help define the problems and provide the solutions.

SHC SWANSON HASKAMP
consulting  planning

Swanson Haskamp Consulting, LLC (SHC) is a boutique land use planning and development strategy company with offices in Saint Paul, Minnesota. Founded in 2007, our Team is focused on helping municipal agencies, developers, regulatory bodies and landowners realize their development, land use and planning objectives.

As a small firm we are selective on what projects, clients and initiatives we pursue. We spend time understanding current development and land use trends and research ways to continually improve our services and processes. We strive to work with clients that are interested in creating exceptional places and projects, are innovative and forward thinking in planning, practice, and implementation.



Our understanding.

We will work closely with your assigned Facility Planning Manager on a day-to-day basis in the completion of the Facility Utilization Study.

We will rely on the Facility Planning Manager for coordination of all meetings personnel interviews, and facility assessment visits, as well as providing supporting documentation, policies, procedures, etc.

The assigned Facility Planning Manager will allocate and plan sufficient staff hours, when appropriate to provide adequate support to our team as necessary in the completion of our Facility Utilization Study review, analysis and assessment.

In conjunction with the Facility Planning Manager, we will look to the Executive Team to provide general guidance and direction. This includes final decisions on policy and procedural changes, the implementation plan, final report and presentations to Council.

In return, Austin Water can expect we, as your Consultant team, will provide technical expertise, knowledge and managerial assistance in accomplishing all aspects of the Facility Utilization Study objectives and tasks as outlined in the RFP.

We will plan, organize, coordinate and perform the day-to-day tasks required in completing the study.

We will function as facilitator and expert liaison between the Austin Water Facility Utilization Study Team, Executive Team and Austin Water building occupants to resolve any conflicting issues and concerns on management practices and procedures pertaining to Austin Water facilities.

We will work in conjunction with the Facility Planning Manager to report on the progress and results of the Facility Utilization Study to the Executive Team on a monthly basis.

Why RSP?

We've done this before, for very similar and familiar organizations. For Austin Energy, the City of Austin, Ramsey Co MN, and Xcel Energy. We reviewed many of your buildings in the City of Austin's Strategic Facility Planning project, and we've worked with the people and geography that surround you. The database tools and methodologies we used for Austin Energy and the City of Austin can be expanded to include Austin Water; which include space management, occupancy forecasting, facility condition assessment and capital planning.

Our staff is close by. Our Water Conservation engineers and Capital Planning software vendor are within your city limits, and our Space Planning, Mechanical, Electrical and Structural facility condition assessors are all from our Fort Worth office, minimizing travel expenses.

Focused and collaborative expertise to Analyze, Strategize, and Optimize. Subject matter experts, our discipline "strategists" bring extensive individual and collective expertise to a collaborative process to deliver rich, workable, fact-based solutions.

Future-proofing. Change is a constant; so, our process and deliverables are designed to allow Austin Water to set goals today and then adapt and easily set defensible new targets when changes inevitably occur. We are one of the thought-leaders in the country on agile workplace management tools and methodologies.

Defensible Conclusions. To support Strategic Facility Planning, we have developed unique, parametric, information management tools that record circumstances and related facts to support conclusions. That way, when circumstances and/or facts change, the conclusions will naturally change as well. These tools produce quick, clear, and well-documented results so that a range of solutions can be readily understood, examined, and discussed.

Clear Communications. We feel it is especially important to use elegant, information-rich graphics to summarize dense data and complex relationships that reveal appropriate conclusions. It is our goal to be in constant communication, adhere to meeting schedules, and provide comprehensive information to the Austin Water throughout the duration of our work.

Urban Context. With the urban planning expertise of Swanson Haskamp Consulting and the water conservation expertise of Baer Engineering, we will ensure consideration of the context into which the facilities and their occupants and users will thrive.

Real Estate Management and Finance Expertise. We bring a real estate component so our recommendations are realistic – more than a wish list. With the combined appointment of Hewett Consulting and Swanson Haskamp Consulting we bring a knowledge of how the overall region operates, with upcoming major investments, and future demographic changes.

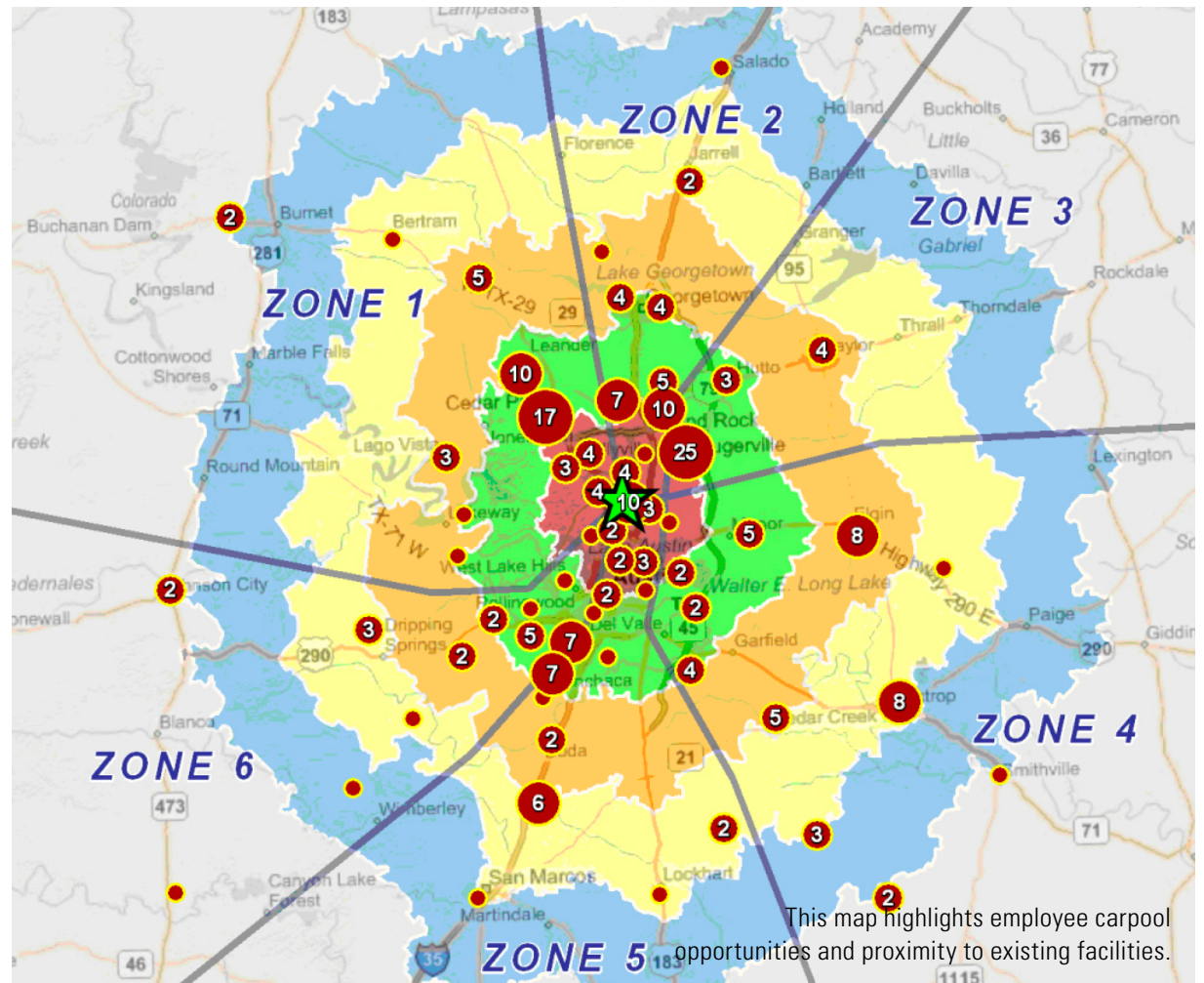
Finding efficiencies.

Austin Energy Needs Assessment

Austin, TX

RSP i_SPACE completed a facilities and logistics needs assessment for Austin Energy, a public electrical utility in Austin, Texas. The project involved facility audits, pre-design, planning and programming for 14 sites, including more than 600,000 square feet. RSP i_SPACE produced a guide for their immediate and long-range facility development with recommendations for future facility growth decisions.

Consolidated recommendations for administrative functions and property alignment presented strategies to reduce over \$40M in real estate and operating costs based on a 15-year cost of ownership. The alignment of the findings with Austin Energy's strategic objectives provide a business justification to support and implement the final report. The success of the project was a result of ample collaboration between the creative qualitative and logical quantitative approaches.



"The alignment of the findings with Austin Energy's objectives provided a business justification for employees and their rate payers to support and implement the final report."

Completion: March 2010

Client Reference: Vince McGlone
Facility Manager, WDRM

512.322.6420

vincent.mcglone@austinenergy.com

Multi-million dollar savings.

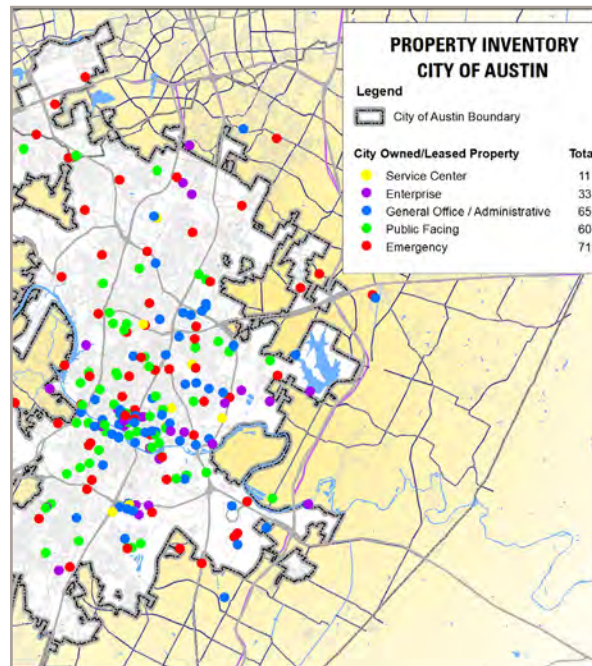
City of Austin Strategic Facilities and Logistics Roadmap

Austin, TX

RSP i_SPACE recently uncovered the potential for multi-million dollar savings for Austin, Texas. The City currently operates more than 250 facilities scattered across 296 square miles.

Our team was hired to complete a strategic facilities plan and the analysis revealed several ways for the city to consolidate buildings that resulted in improved services while dramatically reducing operational costs. The i_SPACE team recommended a new portfolio and operations strategy that, if implemented, could position the City with a flexible, efficient portfolio and best practices ready to respond to the way work will be performed in the future.

Thinking literally “outside the box,” RSP also conducted a logistics study of the almost 300 service crews, and determined that by crew re-alignment and building consolidations, it could save the City \$2.6 million and reduce carbon emissions by 500 million cubic tons annually.



“Thinking literally ‘outside the box,’ i_SPACE determined the city could save \$2.6 million and reduce carbon emissions by 500 cubic tons annually.”

Completion: April 2013

Client Reference: Greg Canally
Financial Admin. Services/Purchasing
512.974.2605
Greg.Canally@ci.austin.tx.us

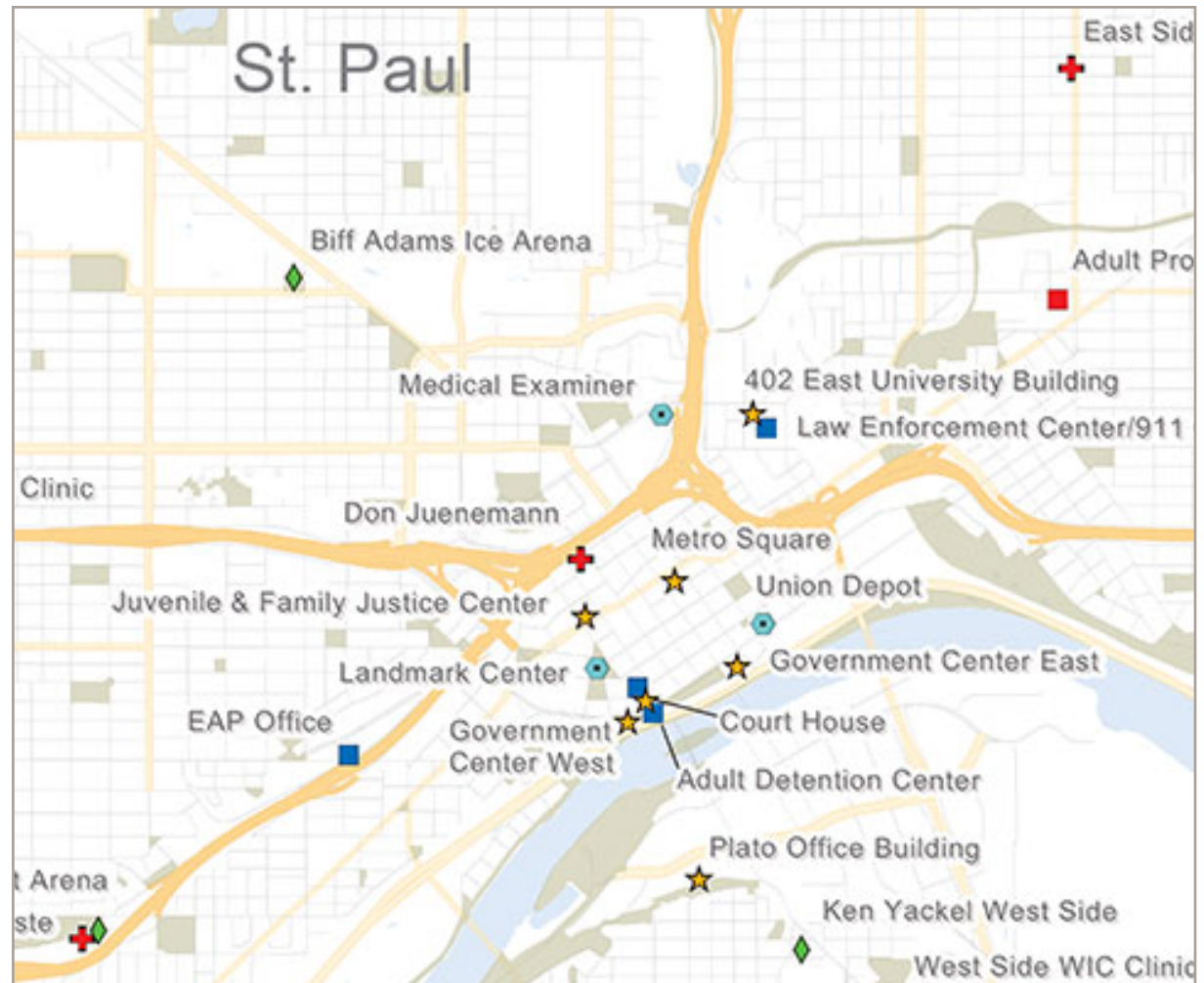
Planning for future growth.

Ramsey County Strategic Facility Plan

Ramsey County, Minnesota commissioned the consultant team, led by RSP i_SPACE, to assist in developing a Strategic Facility Plan (SFP) to provide a framework for facility-related decisions over the next ten years. The recommendations derived from this study are formulated using criteria that includes the initial goal of positioning the right services in the right locations, and in facilities that meet the needs of County residents and staff.

Specifically, the aim of the Strategic Facility Plan is to align the County's overall mission with a long-term plan for the County's owned and leased facilities. Unlike Master or Tactical Plans that study and provide general design guidelines for a facility, floorplan or campus, this Strategic Facility Plan provides a high-level county-wide recommendation that combines the needs of County departments.

The six-month process to complete the Strategic Facility Plan for Ramsey County was divided into three phases: a Visioning Workshop, a Discovery Phase, and a Recommendation Phase for the next 10 years.



Completion: July 2014

Client Reference: Bruce Thompson
Director of Property Management
651.266.2262

bruce.thompson@co.ramsey.mn.us

"The plan considers facility locations in the context of service areas, fiber-optic routes, department adjacencies, and current and future transit and demographics."

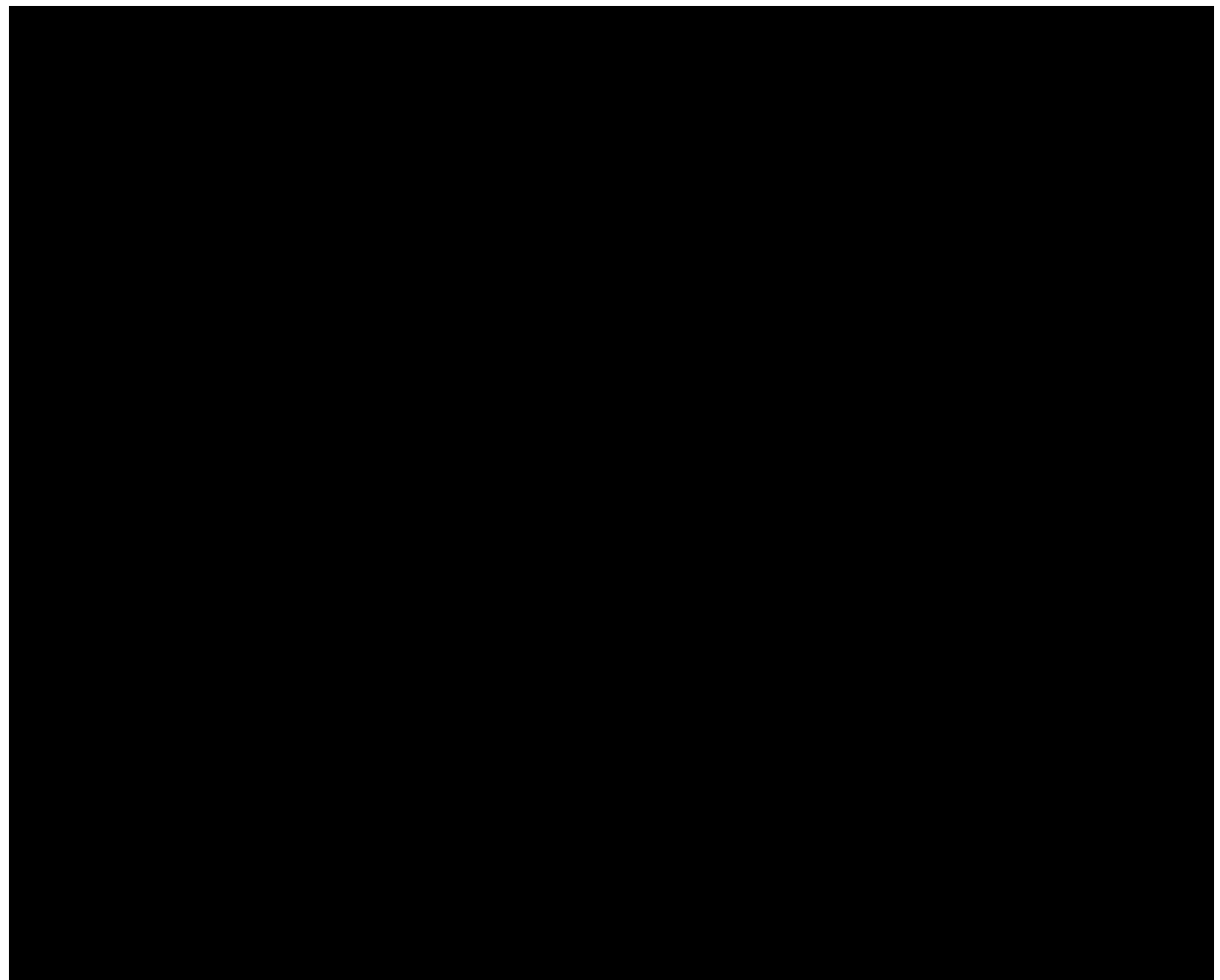
Making the case.

Hennepin County Facility Condition Assessment Minneapolis, MN

With 130 buildings and over 4 million gross square feet, Hennepin County Property Services (HCPS) had its hands full trying to keep all of their facilities in good condition on a day-to-day basis, let alone having each Facility Manager keep a rolling ten-year plan accurate for each of their buildings.

HCPS came to RSP to perform a facilities condition assessment on two of the county's branch libraries. Using our experienced professionals, methodology, and scalable, standards-compliant Facilities Condition Assessment tool, we produced an integrated report that graphically displayed the condition of each building's components in a "red/yellow/green" stoplight diagram, along with the cost of deferred maintenance for each of the deficient systems over a 2-5-10 year time-span.

The client was delighted with the results and saw the value in comparing all of their facilities in this simple and consistent manner; hence requested that we perform a Facilities Condition Assessment on all their buildings, incorporating them into our database tool.



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Printed: 8/12/2011 - 7:14:52 AM

Completion: August 2008

Client Reference: Ted Walker
Senior Facilities Operations Manager
612.348.5128
ted.walker@hennepin.us

"The client was delighted with the results and saw the value in comparing all of their facilities in this simple and consistent manner."

Integrated portfolio.

Hennepin County Integrated Workplace Management System (IWMS) Implementation

Minneapolis, MN

The County manages over 6,400,000 SF across 150 facilities. Initially, they had no centralized source of facility information.

RSP i_SPACE implemented an IWMS space management system to visualize and account for all County-owned and -operated facilities, enabling their Planning Department to better predict and respond to the changing space needs of the County. This has been a long-term engagement initially as EAM vision and requirements consultant, EAM procurement consultant, solution implementer and part-time overload staffing. EAM included space, assets, move, sustainability and project management, plus integrations to HR and finance.

The initial implementation won the County a National Assoc. of Counties Innovative Use of Technology Award. Subsequently RSP i_SPACE transitioned the County to an enterprise system that now integrates space, real estate, maintenance, sustainability and project management across their real estate portfolio.



Completion: Ongoing

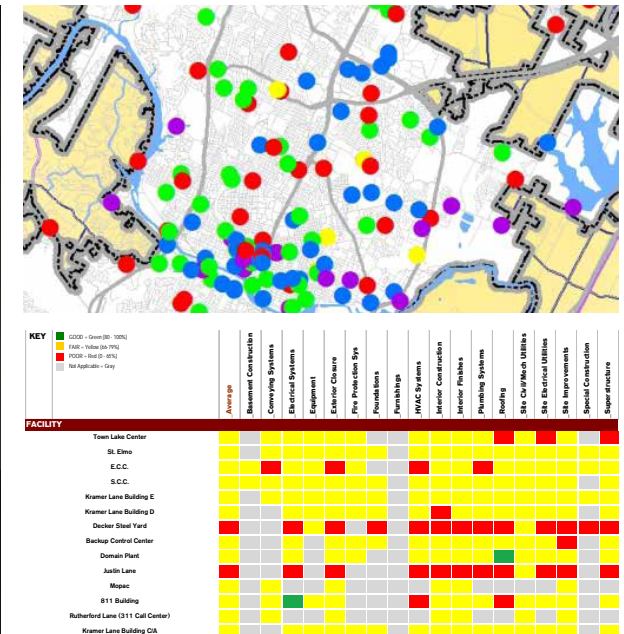
Client Reference: Adam Sobiech
Facility & Capital Business Analyst
Facility Services | 612.348.3172
adam.sobiech@hennepin.us

"i_SPACE transitioned the County to a system that integrates real estate, maintenance, sustainability and project management across their entire portfolio. "

Mike Lyner

AIA, LEED AP O+M, IFMA SFP
Principal

mike.lyner@rsparch.com
612.677.7212



Images: (top) City of Austin, TX Strategic Facilities and Logistics Roadmap; (bottom) Austin Energy, Austin, TX

Mike created RSP i_SPACE to help

organizations achieve their business goals by linking their built environment with facility information management best practices and software technology systems. These aspects include, but are not limited to, capital planning, occupancy forecasting, facilities maintenance and tracking, move management, space-cost reporting and recovery, lease management, logistics, and more.

% of time: 15%

Relevant Experience

- City of Austin, Strategic Facilities and Logistics Roadmap for 261 facilities, Austin, TX
- Austin Energy, Austin, TX, Facilities and Logistics Needs Assessment,
- Ramsey County, MN Strategic Facility Plan
- Washington County, IWMS, CMMS and room scheduling implementation, MN
- Hennepin County, 150 buildings/4,000,000 gsf, IWMS implementation and maintenance (earned the National Association of Counties' Innovative Project Award); facility condition assessment; facility accessibility (ADA) survey and remodeling. Real estate lease management system; transition from Aperture IWMS to FM:Systems' IWMS, including CMMS and Project Management modules. Minneapolis, MN

- Hennepin County Medical Center, IWMS implementation; space audit; JCAHO life safety systems tracking; Medicare/Medicaid cost reporting, sustainability tracking system. 2,400,000 sf, Minneapolis, MN
- Xcel Energy, facilities condition assessment, workspace satisfaction survey, regional plan, Minneapolis, MN
- American Express, Project tracking; occupancy forecasting, Nationwide
- Best Buy Corporate Headquarters, IWMS implementation; space utilization studies, Richfield, MN
- City of Minneapolis, IWMS implementation; i-SITES Emergency Response Initiative, Minneapolis, MN

EXPERIENCE AND QUALIFICATIONS



Scott Pelletier

MBA
Project Manager

scott.pelletier@rsparch.com
612.677.7339

Scott exemplifies our philosophy to approach each client or situation as unique. He takes the time to truly listen, ask meaningful questions and consider which solution – be it software, process improvements, or something else altogether – is just right. Having negotiated leases, transitioned facilities to 100% renewable energy and led change management programs, he has a healthy respect for the complexity of facilities management. All experience that serves him and his clients well as a Project Manager for Austin Water.

% of time: 20%

Relevant Experience

- Boeing, 4.2M SF Space and Project Management, Multiple Projects



Sue Herrington

NCIDQ, LEED ID + C
Workplace Occupancy Planning

sue.herrington@rsparch.com
682.200.0341

Sue returns to RSP and is in charge of our corporate interiors in our expanded Dallas Fort Worth office. Armed with experience, Sue deftly manages demanding, large, complex projects. Sue's strength is understanding a client's issues and then shaping their environment in a way that supports future success.

% of time: 10%

Relevant Experience

- Ameriprise Corporate HQ and Client Service Center, Minneapolis, MN
- UnitedHealth Group Corporate Headquarters, Minnetonka, MN
- Wells Fargo Wealth Management Office, Boca Raton, FL
- RSP Grain Belt Brew House Renovation, Minneapolis, MN



Ellison Yahner

AIICP, LEED AP
Urban Planner

Ellison's involvement sets and executes a quality strategy for this project that defines which issues to focus on, which opportunities to pursue, and which to invest in. Her experience with multiple large-scale city planning mirrors the needs of Hennepin County and provides unrivaled experience and intel for our team.

% of time: 5%

Relevant Experience

- City of Austin, TX Strategic Facilities and Logistics Roadmap, Workplace Assessment, *(completed with RSP)*
- Austin Energy, Austin, TX, Facilities and Logistics Needs Assessment, *(completed with RSP)*
- Excel Energy, Strategic Facility Plan, Twin Cities Metro Area, MN *(completed with RSP)*
- Ramsey County, MN Strategic Facility Plan, *(completed with RSP)*

EXPERIENCE AND QUALIFICATIONS



Alan Edgar

Facility Strategist

alan.edgar@rsparch.com
612.677.7242

Alan's consulting career springs from a diverse background in facility owner/operator processes, real estate and facilities information management technology, architecture, and construction. He has served in a range of facilities-focused roles including project manager, project architect and director of architectural information systems.

% of time: 15%

Relevant Experience

- City of Austin, TX, Strategic Facilities and Logistics Roadmap for 261 facilities
- Facility Condition Assessments, Hennepin County, MN
- Ramsey County, MN - Business analyst for Strategic Facility Plan for facility-related decisions regarding county services



Carl Harkins

AIA
Architectural Assessor

carl.harkins@rsparch.com
682.200.0365

Carl provides unwavering passion, hard work, and a contagious team spirit that drives his project efforts. He utilizes his design experience and understanding of architectural history, along with his drive to continue learning in the industry, to provide the best solutions for his clients. A Fort Worth resident for over 15 years, Carl provides a great perspective of the community in which our local office resides. All of projects below required facility assessment prior to design.

% of time: 20%

Relevant Experience

- United Parcel Service: Freight Sorting Facility Additions and Renovations, various US locations
- JSP Health Network, Fort Worth, TX*
- United Health Group: Dallas, TX and Horsham, PA
- General Motors Financial Corporation, various US locations*

**Projects completed while associated with another firm*



Bryan Grimes

LEED AP
Mechanical Assessor

bryan.grimes@rsparch.com
682.200.0350

Bryan brings 30 years of engineering experience to the team and enjoys tackling each project head on with a strong attention to detail. Team members can count on him to get into the nitty gritty of each project while keeping an eye on the big picture. He brings with him an extensive knowledge in developing and evaluating HVAC and plumbing design systems. Bryan has completed numerous condition assessments for various project types over the last 30 years, some of which are included below.

% of time: 20%

Relevant Experience

- Walmart Dotcom Distribution Center, Fort Worth, TX
- SuperValu Distribution Center, Harrisburg, PA
- City of Farmers Branch, TX*

EXPERIENCE AND QUALIFICATIONS



Mark Thorpe

PE
Electrical Assessor

mark.thorpe@rsparch.com
[682.200.0357](tel:682.200.0357)

Mark has eight years of diverse experience ranging from power distribution to lighting design and automation. His experience includes designing power and lighting systems for a multitude of industrial projects including the design of power distribution systems. His responsibility includes evaluation of electrical design components.

% of time: 20%

Relevant Experience

- UPS Distribution, Alliance and McKinney, TX
- DFW City Maintenance Garage Hydraulic Lifts*
- City of Dallas Data Center*
- Nestlé Waters North America Bottling Plant, McBee, SC

**Projects completed while associated with another firm*



Aaron Napier

PE
Structural Assessor

aaron.napier@rsparch.com
[682.200.0344](tel:682.200.0344)

Aaron is an instrumental leader of the RSP engineering team with over 19 years of experience in designing and managing projects across the country. Aaron has experience in various soil conditions, seismic requirements, environmental conditions, permitting authorities and building codes. He has developed an expertise in industrial building design and is a trusted advisor to his clients. Aaron has evaluated buildings for clients prior to purchase, during construction and after significant weather events (listed below).

% of time: 20%

Relevant Experience

- Walmart, Various US Locations
- Pilgrim's Pride Evisceration Plant, Dallas, TX *
- Supervalu Food Distribution Center, Harrisburg, PA*

**Projects completed while associated with another firm*

EXPERIENCE AND QUALIFICATIONS



Therese Baer

PE
Principal Environmental + Ecological Engineer

Therese has 37 years' experience in civil and environmental engineering. She is responsible for executive oversight of Baer's quality assurance/quality control (QA/QC) for projects and operations. Ms. Baer personally performs the QA/QC reviews on all engineering project deliverables. Through employment with city, county, and state agencies, she has developed a strong background in solving problems for building owners and the regulated community.

% of time: 10%

Relevant Experience

- Austin Clean Water Program, Austin, TX
- Texas School for the Deaf, South Campus Master Planning, Austin, TX
- Austin Bergstrom International Airport Water Features, Austin, TX
- Johnson County Unified Wastewater Districts



Rosemary Wymann

PG, CHMM, CPESC
Project Manager

Rosemary has 35 years' experience providing project management, site assessment, environmental remediation, emergency response, and expert testimony for various governmental and private entities. She is responsible for overall project management, job execution, and quality control of Environmental Services. She has a diverse background in both the public and private sectors, having worked for the State of Texas, the State of California, and several non-governmental companies.

% of time: 30%

Relevant Experience

- State of Texas point of entry contact for seven years, water filtration program
- Waller Creek Tunnel, Austin, TX
- Environmental Program Audit for a chromium plating facility, Austin, TX
- Environmental Program Audit for a steel foundry, Temple, TX



Sylvia Delgado

PE, LEED AP
Project Engineer and LEED Consultant

Sylvia is a mechanical engineer with 30 years of experience. She manages Spill Prevention Control and Countermeasure (SPCC) plans, storm water plans, LEED certifications, and other sustainability projects. She was the Director of Safety & Compliance at the University of Illinois and was responsible for developing and implementing comprehensive regulatory compliance programs to address SPCC, Phase II Storm water regulations, air emission, underground storage tank management, spill response, and contaminated site remediation.

% of time: 20%

Relevant Experience

- Austin Water Treatment Plant #4, Storm Water Compliance, Austin, TX
- Austin Convention Center, Austin, TX
- South I-35 Water/Wastewater Program, Austin, TX
- Austin Water Utilities NW 'C' Water Mains

COST PROPOSAL

Cost Proposal





Please reference completed Bid Sheet, Section 0600 attachd to back of proposal.

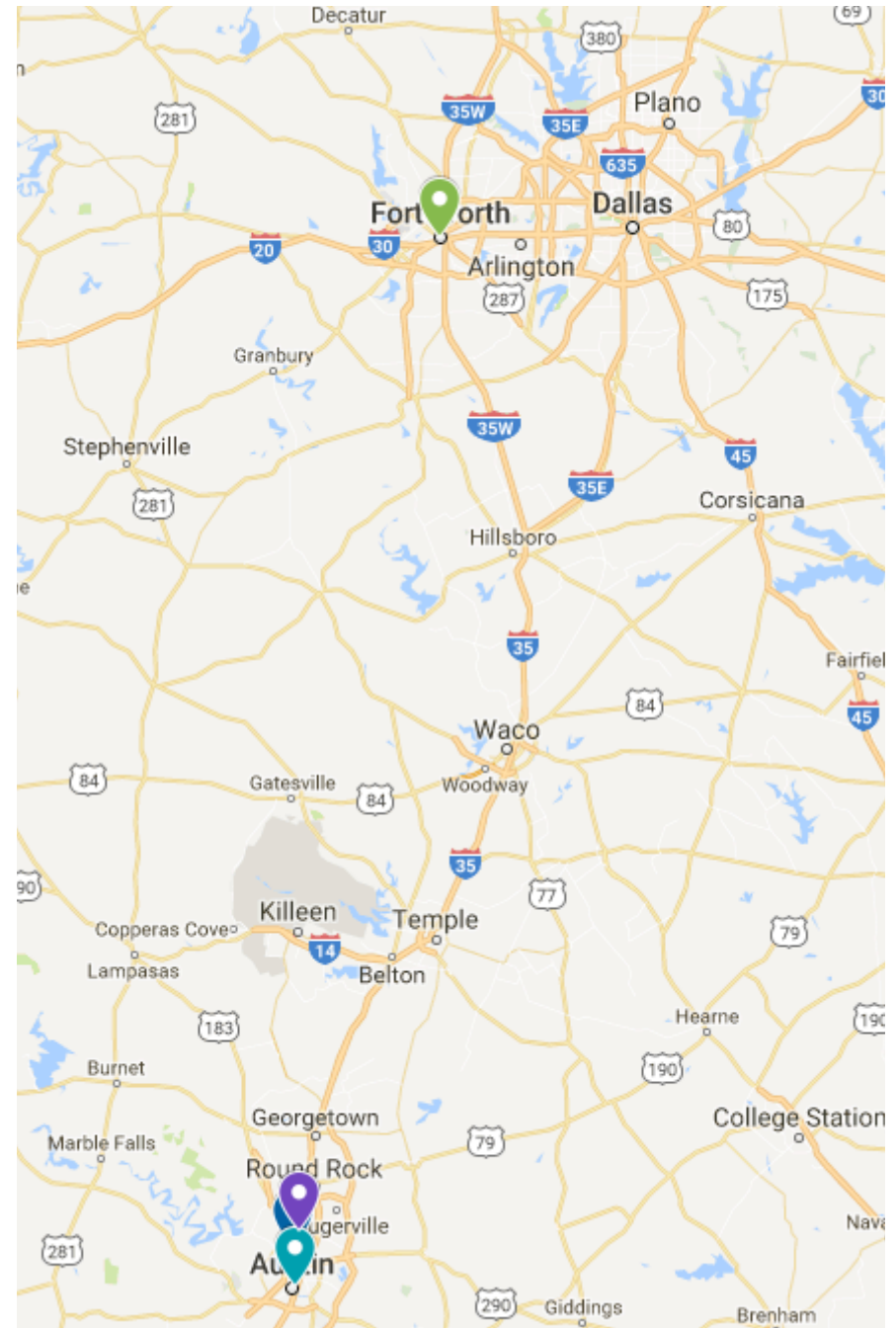
LOCAL BUSINESS PRESENCE

Local business presence.

Per the RFP stated guidelines for local business presence, two of our team's consulting firms - Baer Engineering & Environmental Consulting and Accruent - meets your requirement for Local Business Presence headquartered in the Austin Corporate City Limits.

Beyond their local presence in the city of Austin, our RSP team will be predominantly staffed out of our Dallas-Fort Worth office, a short distance from the city of Austin. Our Texas-based team of engineers, assessors and workplace strategists are in constant communication with our headquartered office in Minneapolis. We complete projects seamlessly across the two offices on a daily basis, and are confident that we will successfully complete this project from each of our respective locations, as we have done in the past for multiple clients, including the City of Austin and Austin Energy.

-  Baer Engineering
-  Austin Water Main Building (Waller Creek)
-  RSP Architects Ltd
-  Accruent



RSP_5SPACE										AUSTIN WATER - FACILITIES UTILIZATION STUDY										Austin Water - Facility Services									
ID	WBS	Task Name	Start	Finish	Dur'n	Work	Cost	Notes		Oct '17	Nov '17	Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18								
1	1	AUSTIN WATER- FACILITY UTILIZATION STUDY	10/2/17	9/31/18	268 days	3,888 hrs	\$768,591																						
2	1.1	Contract Award	10/2/17	10/2/17	1 days	0 hrs	\$0																						
3	1.2	Phase 1 - DRAFT WORK PLAN	10/2/17	10/20/17	15 days	230 hrs	\$51,132																						
4	1.2.1	Mobilization:	10/2/17	10/13/17	10 days	108 hrs	\$25,117																						
5	1.2.1.1	Project setup	10/2/17	10/6/17	5 days	16 hrs	\$2,640	Contracts in place, project accounting setup, contacts and communications plan																					
6	1.2.1.2	Consultants on board	10/2/17	10/4/17	3 days	16 hrs	\$2,474	Final negotiations, agreements executed, scopedschedule/responsibilities coordination.																					
7	1.2.1.3	Contingency	10/2/17	10/6/17	2 days	0 hrs	\$2,000																						
8	1.2.1.4	Management	10/2/17	10/10/17	7 days	20 hrs	\$9,400																						
9	1.2.1.4.1	Project Oversight	10/2/17	10/10/17	7 days	20 hrs	\$4,400	Monthly progress reports.																					
10	1.2.1.4.2	Expenses	10/2/17	10/10/17	7 days	0 hrs	\$5,000																						
11	1.2.1.5	DELIVERABLE: Kickoff meeting with AW Facil Plan Mgr	10/9/17	10/13/17	5 days	56 hrs	\$8,603																						
12	1.2.1.6	Requested Phase Completion Date	10/13/17	10/13/17	0 days	0 hrs	\$0	\$0 Within 10 business days of contract award, the Consultant shall meet with Austin Water's Facility Planning Manager to review, discuss, and obtain a clear understanding of the study objectives, requirements for information, internal communication and co																					
13	1.2.2	Draft Work Plan:	10/16/17	10/20/17	5 days	122 hrs	\$26,015																						
14	1.2.2.1	Prepare Draft Work Plan	10/16/17	10/16/17	1 day	44 hrs	\$7,481	If schedule included in RSP's proposal is not acceptable.																					
15	1.2.2.2	Present Draft Work Plan	10/17/17	10/17/17	1 day	8 hrs	\$1,760																						
16	1.2.2.3	AW Review of Draft Work Plan	10/18/17	10/18/17	1 day	4 hrs	\$0																						
17	1.2.2.4	Revise Draft Work Plan (if necessary)	10/19/17	10/19/17	1 day	16 hrs	\$2,774																						
18	1.2.2.5	Contingency	10/20/17	10/20/17	1 day	0 hrs	\$2,000																						
19	1.2.2.6	Management	10/16/17	10/20/17	5 days	50 hrs	\$12,000																						
20	1.2.2.6.1	Project Oversight	10/16/17	10/20/17	5 days	50 hrs	\$11,000	Monthly progress reports.																					
21	1.2.2.6.2	Expenses	10/16/17	10/20/17	5 days	0 hrs	\$1,000																						
22	1.2.2.7	DELIVERABLE: Draft Work Plan	10/20/17	10/20/17	0 days	0 hrs	\$0																						
23	1.2.2.8	Requested Phase Completion Date	10/20/17	10/20/17	0 days	0 hrs	\$0	\$0 Within fifteen 15 business days of contract award, shall prepare and submit a work plan with specific project milestones and deadlines for review by Austin Water's Executive Team and Facility Planning Manager.																					
24	1.3	Phase 2 - DETAILED WORK PLAN	10/23/17	11/8/18	55 days	382 hrs	\$38,208																						
25	1.3.1	Receive & Review Existing Documentation	10/23/17	11/13/17	10 days	128 hrs	\$21,255																						
26	1.3.2	AW Staff available for interpretation and consultation	10/23/17	11/13/17	10 days	40 hrs	\$0	\$0 AW Staff available for interpretation and consultation on content of facilities data provided as well as questions related to facilities that may not be contained in supplied																					
27	1.3.3	Revise Draft Work Plan (if necessary)	11/6/17	11/17/17	2 days	4 hrs	\$950																						
28	1.3.4	Contingency	11/6/17	11/14/17	5 days	0 hrs	\$4,000																						
29	1.3.5	Management	10/23/17	11/10/17	15 days	50 hrs	\$12,000																						
30	1.3.5.1	Project Oversight	10/23/17	11/10/17	15 days	50 hrs	\$11,000	Monthly progress reports.																					
31	1.3.5.2	Expenses	10/23/17	11/10/17	15 days	0 hrs	\$1,000	\$1,000 Reports, Presentation Boards (Final Board Workshop). Estimated. Expenses to be charged at cost.																					
32	1.3.6	DELIVERABLE: Detailed Work Plan	11/14/17	11/14/17	0 days	0 hrs	\$0																						
33	1.3.7	Requested Phase Completion Date	11/20/17	11/20/17	0 days	0 hrs	\$0	\$0 Within 30 business days from the date of initial meeting with Austin Water's Facility Planning Manager, the Consultant shall submit for approval, a detailed work plan with specific dates for study tasks, project milestones, project deadlines, and proje																					
34	1.3.8	AW review and acceptance	11/15/17	11/21/17	5 days	80 hrs	\$0																						
35	1.3.9	Completion of Consultant Contract & Execution	11/22/17	11/22/17	1 days	0 hrs	\$0																						
36	1.3.10	Requested Phase Completion Date	11/18/18	11/18/18	0 days	0 hrs	\$0	\$0 Within 60 days of initial meeting with Facility Planning Manager																					
37	1.4	Phase 3 - FACILITIES UTILIZATION REPORT	11/29/17	6/11/18	138 days	2,888 hrs	\$483,639																						
38	1.4.1	Visiting Workshop:	11/29/17	12/26/17	20 days	108 hrs	\$18,556																						
39	1.4.1.1	Prep for Visiting Workshop	11/29/17	12/5/17	5 days	48 hrs	\$9,773	Schedule event, participants and venue, prepare/distribute invitation and agenda, solicitprepare questions & discussion items																					
40	1.4.1.2	Visiting Workshop	12/6/17	12/12/17	5 days	8 hrs	\$1,588	4 hour meeting with City staff, consultants, and Council members. Explore broad aspirations, issues and topics around City services, demographics, image, physical and financial aspects of City facilities, City workforce and workplace, and real																					
41	1.4.1.3	Consolidate workshop results	11/29/17	12/5/17	5 days	16 hrs	\$3,314	Consultants gather notes and material from Visiting Workshop, consolidate into a single summary resource and post to a secure team site available to the Team throughout the project.																					
42	1.4.1.4	Prepare preliminary Visiting Report	12/6/17	12/12/17	5 days	12 hrs	\$2,290	Consultant edits down workshop results into a condensed account of the key vision elements, aspirations for each, and where appropriate key performance measures. May include appendix material and figures to illustrate visioning concepts.																					
43	1.4.1.5	Review preliminary Visiting Report	12/13/17	12/19/17	5 days	12 hrs	\$0	City Staff (and departmental advisors) review Draft Visiting Statement. Provide comments and markup to Consultant team.																					
44	1.4.1.6	Prepare & Publish Final Visiting Report	12/20/17	12/26/17	5 days	12 hrs	\$1,590	Consultant revises Visiting Report and publishes to a secure Team resource site.																					
45	1.4.2	Space/Occupancy Planning:	12/27/17	2/6/18	30 days	220 hrs	\$21,533																						
46	1.4.2.1	Department Interviews:	12/27/17	2/6/18	30 days	220 hrs	\$21,533																						
47	1.4.2.1.1	Prep and schedule Interviews	12/27/17	1/9/18	10 days	40 hrs	\$7,060	City to prepare interview list, contact interviewees and schedule interviews. Vet content with City Staff																					

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Matthew Duree/ 46346	PM Name/Phone	Andres Ramirez 512-972-0310
Sponsor/User Dept.	AW 2200	Sponsor Name/Phone	Andres Ramirez 512-972-0310
Solicitation No	MDD0105	Project Name	Facilities Utilization Study
Contract Amount	\$1,100,000	Ad Date (if applicable)	5/15
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
RFP to hire consultant to assist AW compiling facility needs over the next 10 years			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
NA			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
90652 - Interior Design, Space Planning 91815 - Architectural Consulting			
Matthew Duree		5/9/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/9/2017	Date Assigned to BDC	5/9/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	1.69 % MBE / WBE Combined	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input checked="" type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There is availability. There are 28 MBE and 42 WBE firms across the two scopes of work provided.

Subcontracting Opportunities Identified

There is one subcontracting opportunity identified.

Jessica Oberemt for Goal Revision (Original BDC Kenneth Kalu)

SMBR Staff

[Signature]

Signature/ Date

07/07/17

SMBR Director or Designee

[Signature]

Date

7/10/17

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RSP Architects, Ltd.
Minneapolis, MN United States

Certificate Number:
2017-292831

Date Filed:
12/11/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Austin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 2200 PA170000068

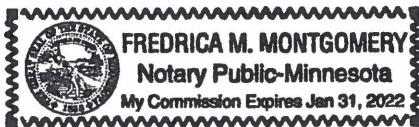
Facilities Information Management; Architectural, Engineering and Interior Design Services; Space Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Austin, TX	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Paul R. Lyner
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Lyner, this the 11TH day of December, 20 17, to certify which, witness my hand and seal of office.

Fredrica M. Montgomery
Signature of officer administering oath

FREDRICA M. MONTGOMERY
Printed name of officer administering oath

Admin. Ass't to
Controller
Title of officer administering oath